AI-25706 **6.A.**

Tax Abatement Guidelines

CC REGULAR

Date:	03/15/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County under Chapter 312 of the Texas Tax Code.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 09:42 AM	APRV
2	Roland Garcia	Rolando Garcia	03/10/2011 01:44 PM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW
Form Started By: Erika Reyna			Started On: 03/10/2011 09:37 AM	
Final Approval Date: 03/10/2011				

AI-25707 **6.B.**

Regal Beloit Tax Abatement Agreement

CC REGULAR

Date:	03/15/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of Tax Abatement Agreement between Hidalgo County and Regal Beloit - RBC Manufacturing Corporation.

BACKGROUND

Fiscal Impact

Attachments

Link: Draft Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 09:42 AM	APRV
2	Roland Garcia	Rolando Garcia	03/10/2011 11:01 AM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Erika Reyna — Started On: 03/10/2011 09:38 AM

Final Approval Date: 03/10/2011

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY

AND

RBC Manufacturing Corporation

This Tax Abatement Agreement (the "Agreement") is entered into effective as of March 15, 2011 by and between HIDALGO COUNTY, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representatives, pursuant to an Order dated March 15, 2011 by the Hidalgo County Commissioners Court (hereinafter referred to as the "Commissioners Court"), and Regal Beloit RBC Manufacture Corporation (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, on the ___day of March, 20__, the County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, which are attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Guidelines and Criteria"); and

WHEREAS, the Guidelines and Criteria govern tax abatement agreements to be entered into by the County as contemplated by the Act; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, it is in the best interest of the County to enter into this Agreement in accordance with said Order and Act; and

WHEREAS, the Commissioners Court finds that the contemplated use of the real property within the Zone (hereinafter the "Property"), the contemplated improvements to the Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Order, the Act and all other applicable laws; and

WHEREAS, the Commissioners Court has determined that it would be in the best interest of the County to enter into an agreement with the Owner, pursuant to the Act to abate a portion of the value of the Property and the proposed improvements to be constructed thereon, along with certain eligible personal property, located on the land and used in connection with the administration or management of the operations on the Property (hereinafter the "Project").

NOW, THEREFORE, the County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment that contributes to the economic development of the County and the enhancement of the tax base in the County, and Owner for good and valuable consideration, the adequacy and receipt of which is hereby

acknowledged (which consideration includes the tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Owner represents and warrants that Owner is the owner of the "Property" that is within the designated County Reinvestment Zone in the Order and the Property is legally described in the attached Exhibit "B", which Exhibit is made a part hereof for all purposes.

1.02 This Agreement covers only the abatement of new eligible value created by improvements to be made on this Property within the Zone by the Owner and by eligible personal property to be purchased by Owner for the Property in accordance with the terms hereof. Any increase in value from a reclassification or change in use of the Property or resulting from a roll-back will not be considered for abatement but will be included as part of the base value, and any other artificial increase in tax revenue or value will also be excluded from abatement. The Property is located within the Zone and is within the taxing jurisdiction of the County of Hidalgo.

1.03 Owner understands that the tax abatement shall be granted based on the new value created or jobs created on or after the execution hereof by the Project as a whole as may be reasonably determined by the Hidalgo County Appraisal District and the County of Hidalgo. Any tax abatement and/or recapture of taxes shall be applied to the portion of newly created value.

1.04 Owner represents and warrants that the Property is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.

1.05 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

1.06 Owner represents and warrants that no interest in any of the property subject to abatement of taxes under this Agreement is presently owned or leased by a member of the Hidalgo County Commissioners Court and agrees that it shall not sell or lease an interest in the Property subject to this Agreement to any other County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, so long as this Agreement is in effect.

1.07 Owner represents and warrants as follows:

(a) with respect to the Property, Owner has received an economic development incentive from the City of McAllen and Owner has been in negotiations with the Office of the Governor of the State of Texas regarding an Economic Development Agreement;

(b) Owner filed the application for tax abatement with the County prior to commencement of construction as defined in section IV.A(1)(a)-(f) of the Guidelines and Criteria and that such commencement has not yet occurred;

(c) Owner is duly qualified to conduct business in the State of Texas, including without limitation building the Improvements and running the Project;

(d) this Agreement constitutes the valid and enforceable obligation of Owner in accordance with its terms; and

(e) Owner has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Owner have been duly authorized by all necessary laws, resolutions and corporate action.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Owner agrees to conduct or cause to be conducted on and within the Property, improvements consisting of structural repairs to the Eligible Facility ("Eligible Facilities" as defined in the Guidelines and Criteria) to be occupied primarily by Owner and other real property improvements as may be constructed or installed, and install therein numerous items of machinery and equipment required to operate the Project (the "Improvements" as defined in the Guidelines and Criteria).

(b) The cost of the Proposed Real and Personal Property Improvements made by Owner at the Property and eligible for abatement in accordance with the Guidelines and Criteria, including architectural and related fees shall be, at a minimum, $6,000,000 (SIX MILLION AND NO/100 DOLLARS). The approximate location of such Eligible Facility is reflected on a preliminary site plan attached hereto as Exhibit "C" and made a part hereof for all purposes. Owner reserves the right to revise the attached preliminary site plan for the Property as Owner deems necessary and appropriate.

(c) Owner represents and warrants that the Project is expected to create approximately 130 new full-time Jobs (as defined in Section II.M. of the Guidelines and Criteria). Owner currently offers, and agrees to maintain during the Abatement Period (as defined below), with respect to all Jobs at the Property no less than a competitive compensation and a benefits package.

2.02 Owner, or their designee, shall submit reports to the County in accordance with section IX of the Guidelines and Criteria.

2.03 Owner covenants and agrees that the Property shall primarily be used as a manufacturing facility for metal components. Such use may change from time to time provided such use

remains within the definition of Eligible Facilities. Attached hereto as Exhibit "D" is a schedule of the building improvements, equipment, machinery and other improvements that are part of the Eligible Facilities. Owner agrees to continuously operate a business on the Property for the Abatement Period (as hereinafter defined in this Agreement) as provided for in Section 5.03 of this Agreement.

2.04 Owner covenants and agrees to begin construction of the Improvements pursuant to this Agreement in the Zone on or about [date] and projects to complete construction no later than [date].

ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 A tax abatement, as described herein, shall be granted in each year of the Abatement Period on all newly created value on the Property to the extent that such value is reflected on the tax rolls of the Hidalgo County Appraisal District (the "Tax Rolls") in each such year, but not including any increase in valuation due to reclassification or change in use of the Property or, in accordance with Section 1.02 above, any other increase other than direct investment by Owner in the Property.

3.02 The applicable tax abatement percentage rate under this Agreement shall be in accordance with Section III.G.(1) of the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the cost of the Improvements constructed or installed by Owner is certified by Owner and approved by the County.

3.03 In accordance with Section IX.C. of the Guidelines and Criteria, Owner shall not have the right, without the consent of the County, to assign all or part of its interest in the Property and maintain the tax abatement hereunder, except in the case of an assignment to an affiliate as part of a corporate restructuring or in the case of a transfer of all or substantially all of the Property and related assets of the Owner that are the subject of this Agreement.

3.04 The abatement of ad valorem taxes shall be for a period of five years that shall (a) commence on the commencement of the first ad valorem tax year after each of the following events have occurred: (i) the Project has been completed, (ii) the new value created may be ascertained from the Tax Rolls, and (iii) the new value or jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements and (b) end on the earlier of (i) five years following such commencement, (ii) December 31, 2015, (iii) the occurrence of any event which would terminate this Agreement by operation of law, (iv) Owner's breach of any provision of this Agreement, which breach is

not cured within the Cure Period (as defined below) or (v) Owner's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement

3.05 The percent of value to be abated is dependent upon the greater of the capital cost involved in the Project, or the number of full-time jobs created:

Percent of Increase in Property Value To be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 - 25
25%	$1,500,001 up to and including $5,000,000	26 - 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

As provided for in Section III.G.(5) of the Guidelines and Criteria, tax abatement shall be subject to increases or decreases in subsequent tax years based on the level of jobs added or lost. Therefore, Owner shall certify annually to the County the level of jobs added or lost by providing a current payroll report listing all jobs. Likewise, if additional capital investments are made, such will be added to the original capital investment to determine a qualifying tax abatement increase. The estimated value of the abatement, based on the Owner's good faith estimate of how the Appriasal District of Hidalgo County will value the eligible improvements, including the base year value is $6,000,000. County may cancel or modify this Agreement if Owner fails to comply with the terms and provisions of this Agreement.

3.06 Owner shall have the right to protest and contest any and all appraisals or assessments of the Property, or of the improvements thereon, and the tax abatement provided for herein for such Property shall be applied to the amount of taxes finally determined, as a result of such protest or contest, to be due for such Property.

ARTICLE IV

FILING OF PLANS, CERTIFICATION OF COSTS, COUNTY ACCESS TO PREMISES AND USE OF PREMISES AND IMPROVEMENTS

4.01 Construction plans for the Improvements shall be filed with the County within thirty (30) days from the date of approval of this Agreement by County. The plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the

Improvements shall be completed in substantial accordance with said plans. The plans filed herein may be amended and/or modified as Owner elects; provided all modifications are in compliance with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 The Owner shall file the "as built" construction plans with the County, and the Owner shall provide to the County an architect's certified statement detailing all Improvements upon completion of construction of the Project, excluding all personal property and related expenditures made to the construction of the Improvements. At the time of filing of such construction plans, the Owner shall also provide reports as required by Section IX B of the guidelines and criteria. On or before {Erika}, Owner shall provide reports supporting job creation as required by Section IX.(B) of the Guidelines and Criteria. The certification and newly created payroll report shall be the basis for determining the percentage of abatement, subject to the provisions of this Agreement and of the Guidelines and Criteria, including without limitation the recapture and administration provisions thereof.

4.03 The parties to this Agreement acknowledge that the description of the Property attached hereto as Exhibit "C" is the initial description of the building on the Property on which the Improvements are to be constructed.

4.04 Owner agrees to supply audited reports to the County and the Appraisal District of Hidalgo County to establish the construction cost of Improvements constructed pursuant to this Agreement and/or the jobs created.

4.05 Owner agrees, with reasonable prior written notice of at least two (2) working days, to provide County employees and/or designated representatives of the County access to the Facility (as defined in the Guidelines and Criteria) during the term of the abatement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. Upon completion of construction, the designated representative of the County may annually evaluate the Facility receiving abatement to ensure compliance with the Agreement.

ARTICLE V

BREACH

5.01 In the event Owner fails to commence construction of the Project in the Zone on or before [date], this Agreement shall terminate effective as of the original date of this Agreement and the County shall be entitled to recapture and collect payment of all ad valorem taxes that it would have theretofore been entitled to except for this Agreement, by any and all means allowable by law, and as provided herein, less any ad valorem taxes actually paid by Owner to County under this Agreement.

5.02 If Owner uses any portion of the Property for any non-qualified use, such as for residential purposes, as further defined in the Guidelines and Criteria, then the abatement granted for the portion of the Property being used for such non-qualified use shall automatically be deleted from the Property subject to this Agreement, effective January 1 of the calendar year in which the nonexempt purpose begins.

5.03 In the event the Project is completed and begins operation, and Owner

(i) voluntarily ceases to produce a product or service at the Facility, or

(ii) uses the Project for any non-qualifying purpose,

for a period greater than 180 days in any calendar year of the Abatement Period, this Agreement shall terminate and so shall the abatement of the taxes for the Abatement Period. Such abated taxes shall be recaptured in accordance with Section VIII of the Guidelines and Criteria. The taxes otherwise abated for such calendar year(s) shall be paid to the County within sixty (60) days from the date of termination. The Agreement shall not terminate if changes are only made to the Property pursuant to Section 4.03. No tax recapture shall apply if the cessation of operations is caused in whole or in part to a force majeure event that is not within Owner's control.

5.04 Should the Owner be in default according to the terms and conditions of this Agreement or the Guidelines and Criteria, the County shall notify the appropriate party(s) in writing via certified or registered mail to the following address:

Plant Manager
RBC Manufacturing Corporation
6801 S. Bentsen
McAllen, TX

With a copies to:

Senior VP, Manufacturing Operations
Regal Beloit Corporation
200 State St.
Beloit, Wisconsin 53511

Corporate Tax Director
Regal Beloit Corporation
200 State St.
Beloit, Wisconsin 53511

or to such other address, or to the attention of such person, as the Owner may, from time to time, designate in writing. If such default is not cured within thirty (30) days from the date of such notice (Cure Period), then this Agreement may be terminated at the option of Commissioners Court.

5.05 In the event that the Owner (a) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (b) commits a material breach any of the terms and conditions of this Agreement and fails to cure such during the Cure Period, this Agreement may be terminated and all taxes previously abated to the Owner in that tax year by virtue of the Agreement will be recaptured and paid to the County within thirty(30) days of the termination.

5.06 Unless otherwise provided herein, in the event that the Owner, during the Abatement Period, decides to relocate the Project to a location outside of the Zone, or fails to operate the Project for reasons other than those in Section 5.03, or in any other manner commits a material breach of this Agreement, the County by an Order adopted by Commissioners Court shall have the right to recapture a percentage of the total taxes previously abated in accordance with the Recapture Schedule in Section VIII of the Guidelines and Criteria.

5.07 The Recapture Schedule provided in Section VIII of the Guidelines and Criteria shall apply to the Owner upon any such occasion of breach.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Owner's purpose for making the Improvements set forth in Article II is primarily for the creation and operation of a metal components manufacturing center.

6.02 The tax abatement provided herein shall vest in the Owner, and Owner may not assign any benefit under this Agreement without the prior written consent of the County, as provided in the Guidelines and Criteria~~.~~, except that, Owner may assign its interests in this Agreement as part of a corporate restructuring or in the case of a transfer of all or substantially all of the Property and related assets of the Owner that are the subject of this Agreement.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by Order of the Commissioners Court dated the 8th day of March, 2011, authorizing the County Judge to execute this Agreement on behalf of the County.

ARTICLE VIII

SEVERABILITY

8.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall

be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED IN DUPLICATE ORIGINALS and made effective as of this the 15th day of March, 2011.

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Ramon Garcia
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:

_____
Stephen L. Crain
Atlas & Hall, L.L.P.

RBC Manufacturing Corporation

By: _____
Name: {name}
Title: {title}

EXHIBIT A

TAX ABATEMENT GUIDELINES AND CRITERIA

ERIKA TO INSERT

Exhibit B

Exhibit C

MAP LOCATION

LAYOUT

Exhibit D

Schedule of Building, Improvements, and Personal Property for the Eligible Facility

{List}

Comment [fr1]: Complete; Details?

Exhibit E

City of McAllen Ordinance

JANIE RAMOS

AI-25685 **6.C.**

Filling vacancies on the Board of Directors of the Hidalgo County RMA
CC REGULAR

Date:	03/15/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Steve Crain
Department:	BUDGET & MANAGEMENT
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and approval of order of the Hidalgo County Commissioners' Court for filling vacancies on the Board of Directors of the Hidalgo County Regional Mobility Authority.

BACKGROUND

Fiscal Impact

Attachments

Link: order

Form Routing/Status

Form Started By: Angela Garcia	Started On: 03/09/2011 03:26 PM
Final Approval Date: 03/10/2011	

STATE OF TEXAS §

COUNTY OF HIDALGO §

ORDER OF THE HIDALGO COUNTY COMMISSIONERS COURT FOR FILLING VACANCIES ON THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

WHEREAS, the Hidalgo County Commissioners Court on March 29, 2005 approved an Amended and Restated Petition for Authorization to Form a Regional Mobility Authority; and

WHEREAS, the Texas Transportation Commission on November 17, 2005 issued a Minute Order authorizing the creation of a Regional Mobility Authority in Hidalgo County; and

WHEREAS, by correspondence from the Office of General Counsel of the Texas Department of Transportation dated March 4, 2011, (the "Commission Letter") the attorneys for Hidalgo County and Hidalgo County Regional Mobility Authority were advised that the manner of appointing directors by Hidalgo County Commissioners Court to the board of directors of the Hidalgo County Regional Mobility Authority as stated in the Petition applies only to the initial board of directors of the regional mobility authority; and

WHEREAS, the Commission Letter further states vacancies in the regional mobility authority board of directors are dealt with separately from director appointments and vacancies must be filled in accordance with section 370.251 of the Transportation Code; and

WHEREAS, the Commissioners Court of Hidalgo County desires to adopt a procedure for filling vacancies on the board of directors of the Hidalgo County Regional Mobility Authority that complies with section 370.251 of the Transportation Code.

NOW THEREFORE BE IT ORDERED BY THE Commissioners Court of Hidalgo County that vacancies on the board of directors of the Hidalgo County Regional Mobility Authority shall be filled by the Hidalgo County Commissioners Court in accordance with the requirements of section 370.251 of the Transportation Code with residents of Hidalgo County, Texas; and

BE IT FURTHER ORDERED a geographic representation on the board of directors of the Hidalgo County Regional Mobility Authority shall be achieved by filling vacancies on the board of directors of the Hidalgo County Regional Mobility Authority by assuring that the board of directors of the Regional Mobility Authority contain six (6)

residents of Hidalgo County who represent each precinct of Hidalgo County, Hidalgo County as a whole and of the City of McAllen, Texas

BE IT FURTHER ORDERED that the process for filling a vacancy to achieve a geographic representation on the board of directors of the Hidalgo County Regional Mobility Authority shall be achieved by each Commissioner of the Hidalgo County Commissioners Court to recommend to the Hidalgo County Commissioners Court a resident of Hidalgo County who represents the Commissioner's precinct whom the Commissioner determines will fairly represent the geographic interest of the Commissioner's precinct; and

BE IT FURTHER ORDERED that the process for filling a vacancy by the County Judge of Hidalgo County Commissioners Court shall be achieved by the County Judge to recommend to the Hidalgo County Commissioners Court a resident of Hidalgo County the County Judge determines will fairly represent the geographic interest of Hidalgo County;

BE IT FURTHER ORDERED that the Hidalgo County Commissioners Court shall assure that a resident of the City of McAllen, Texas holds a seat on the board of directors of the Hidalgo County Regional Mobility Authority.

PASSED, APPROVED AND ORDERED this ___ day of March, 2011.

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

AI-25720 **7.A.**

RMA selection method as described in the Amended Petition creating the RMA

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Comm. Quintanilla
Department:	EXECUTIVE OFFICE

Information

CAPTION

Approval of the method of appointment of the Board of Directors of the Regional Mobility Authority as described in the amended petition creating the Regional Mobility Authority

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 03/10/2011 04:37 PM
Final Approval Date: 03/11/2011	

AI-25664 **7.B.**

Additional Right of Way-David Street

CC REGULAR

Date:	03/15/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Precinct #1

Information

CAPTION

Authorization for title reports, surveys metes & bounds, appraisals and possible acquisition of additional right of way for the continuation of David Street- De Anda Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-711

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available will be used for a title report only ($250). Additional funding will be transferred as the project progresses.

Available balance as of 3-9-11 $4,700.00

Attachments

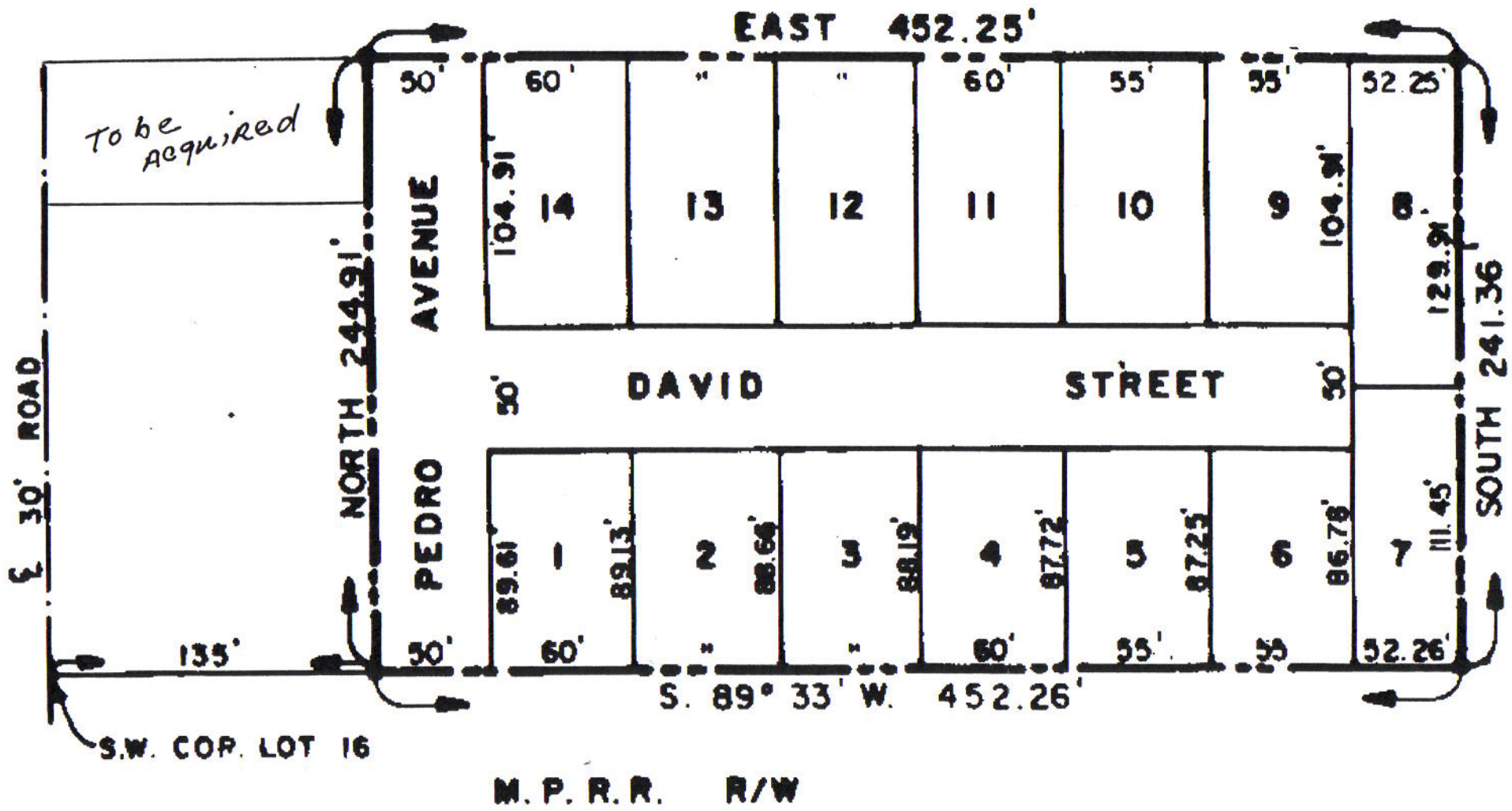
Link: De Anda Subd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 01:06 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/09/2011 02:55 PM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Sandra Garcia Started On: 03/09/2011 12:42 PM

Final Approval Date: 03/10/2011


EAST 452.25'
To be Acquired
30'
60'
104.91'
14
13
12
11
10
9
8
55'
52.25'
129.91'
NORTH 244.91'
PEDRO AVENUE
DAVID STREET
50'
℄ 30' ROAD
SOUTH 241.36'
89.61'
1
89.13'
2
88.66'
3
88.19'
4
87.72'
5
87.25'
6
86.78'
7
111.45'
135'
S. 89° 33' W. 452.26'
S.W. COR. LOT 16
M. P. R. R. R/W

AI-25657 **7.C.**

Interlocal agreement between Hidalgo & Cameron County Irrigation District #9

CC REGULAR

Date:	03/15/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #1

Information

CAPTION

Discussion and approval of Interlocal Cooperation Agreement between Hidalgo & Cameron Counties Irrigation District #9 and Hidalgo County.

BACKGROUND

Interlocal agreement is currently being reviewed by Legal Counsel and will be provided in Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fiscal impact cannot be determined at this time, since interlocal agreement has not been provided to DBM for review.

Interlocal agreement is currently being reviewed by Legal Counsel and will be provided in Court.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 01:04 PM	APRV
2	Rosalinda Cantu	Angela Garcia	03/10/2011 01:08 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/10/2011 01:39 PM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Angela Garcia — Started On: 03/09/2011 09:58 AM

Final Approval Date: 03/10/2011

AI-25711 **7.D.**

Agreement with Workforce Solutions

CC REGULAR

Date:	03/15/2011
Submitted By:	Joann Gonzalez, COMM. PCT. #1
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

Discussion, consideration and approval of Non-Financial Cooperative Agreement for Work Skills between Hidalgo County Precinct One and Workforce Solutions for Community Service Worksite Program.

BACKGROUND

Requesting 45 Maintenance I Workers for Sanitation, R&B and Parks clean up.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to County. This is a non-financial agreement between Pct. 1 and Worforce Solutions. The County is not responsible for payment of salaries to Worforce Solutions participants

Attachments

Link: Non Financial Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 02:40 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/10/2011 02:53 PM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Joann Gonzalez — Started On: 03/10/2011 01:43 PM

Final Approval Date: 03/10/2011

NON-FINANCIAL COOPERATIVE AGREEMENT FOR WORK SKILLS BETWEEN

(EMPLOYING WORKFARE/COMMUNITY SERVICE WORKSITE)
AND
WORKFORCE SOLUTIONS

This non-financial agreement is entered into by the Placement Organization and the Workforce Solutions Center.

1. AUTHORITY

The parties are authorized to enter into this non-financial agreement by Chapter 301of the Labor Code, Part 20 TAC Chapter 811, and Chapter 22 of the Human Resources Code, which created the Community Work Experience Program.

2. PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by the Workforce Solutions representative and will continue in effect until terminated by mutual agreement of both parties or by one party giving 30 days notice to the other party.

3. PURPOSE

3.1 The purpose of this agreement is to establish expectations and procedures for the provision of work skills training to Workforce Solutions participants. The work skills training may be provided at the different sites operated by the Placement Organization. This training will prepare recipients for employment with this Placement Organization, but there is no guarantee of employment upon completion of the training. Performance by the recipient under this agreement will not be the basis for any payment to the recipient.

3.2 Work Skills is a training and work experience opportunity involving placement of program participants in positions with designated hours, tasks, and staff supervision in federal Head Start programs, state agencies (including institutions of higher education), other entities of state or local government, or private sector or nonprofit organizations or foundations. The purpose of work skills for the participants is to provide time-limited, actual "hands-on" training and employment experience relevant to a participant's employment goal and service needs, which will be assessed on an ongoing basis. In addition to learning about specific job skills, participants also gain experience as an "employee" and learn about work place expectations and behaviors.

3.3 Assignments in work skills will generally be limited to six months regardless of the number of hours per week the participant is engaged in this activity. A work skills position may be extended beyond six months if a decision is made that there are additional specific experiences, training, or skills that will be obtained or provided which will enhance the participant's employability, and a target date is determined for the participant to complete the activity.

3.4 A second work skills position may be considered for an individual participant if it is determined that the second work skills activity will provide additional specific experiences, training, or skills which will enhance the participant's employability.

3.5 Participants will be assigned to work a specific number of hours per month. The participant's scheduled hours will be determined by the Workforce Solutions center staff. The work skills assignment combined with other activities will average 30-40 hours per week.

3.6 Planning and scheduling of the time frame and hours of participation in work skills are based on an agreement between the Placement Organization and Workforce Solutions Center staff. The Placement Organization and the Workforce Solutions Center staff will mutually agree upon the appropriate length of time and hours per week needed for a participant to gain work skills in the specific position. Generally, a work skills assignment that extends beyond three months should be based on a review of the participant's progress and a decision that continued work experience is conducive to the employment goal, the participant's overall employment plan, and the needs of the placement organization.

4. WORKFORCE SOLUTIONS CENTER STAFF EXPECTATIONS

4.1 Workforce Solutions Center staff will provide the Placement Organization information about reporting requirements, program expectations of participants, problem resolution procedures and other procedural information that may be needed for the successful operation of this project.

4.2 After work skills are established for a participant, but before the participant begins the work skills assignment, Workforce Solutions Center staff must discuss with the participant the expectations of the work skills assignment. The discussion should include, but is not limited to, the following:

- An overview of the work skills assignment for the participant;
- There is no guarantee of paid employment with the Placement Organization at the end of the work skills assignment, but the experience and training will enhance the client's competitiveness within the local labor market and will likely lead to employment;
- The roles and responsibilities of the Placement Organization and the assigned supervisor;

_ The roles and responsibilities of the participant while engaged in work skills assignment; and,

_ The roles of the Workforce Solutions Center staff during the work skills assignment.

4.3 The Workforce Solutions Center has grievance procedures for resolving complaints by regular placement organization employees who complain that the work assignment of a participant violates the applicable federal regulations.

4.4 The Workforce Solutions Center has grievance procedures for resolving complaints by or on behalf of participants in any work-related programs and activities with respect to on-the-job working conditions.

4.5 Participants alleging discrimination may choose to have their complaints processed as a program dispute, as a violation of other applicable state and local laws prohibiting discrimination, or as a violation of 45 CFR parts 80, 84 and 91.

5. PARTICIPANT EXPECTATIONS

5.1 When the work skills assignment is established, the participant is expected to:

_ adhere to the same work rules as paid employees;

_ adhere to prescribed work skills assignment hours and time frames;

_ ask supervisor for instruction if assignment is unclear and report to the supervisor before performing any unassigned tasks;

_ be cooperative and avoid causing disruptions in the work place;

_ dress appropriately for the job duties assigned, based on the supervisor's recommendations;

_ notify the supervisor and the Workforce Solutions Center staff if planning to resign before the placement is scheduled to end;

_ Consider the supervisor as the primary point of contact regarding the work skills assignment. The Workforce Solutions Center staff should be contacted if issues cannot be resolved between the Placement Organization and the participant;

_ abide by confidentiality requirements concerning customer information when the assigned duties provide a participant access to information regarding other Workforce Solutions Center customer or customers of other service providers where confidentiality rights are protected;

_ report to their assigned Workforce Center staff daily, as agreed upon on their Individual Employment Plan (IEP);

_ immediately report any paid employment to Workforce Center staff and to their assigned HHSC worker.

6. PLACEMENT ORGANZIATION EXPECTATIONS

6.1 The Placement Organization will accept a participant referred by Workforce Center staff and agrees to:

_ develop job descriptions that are relevant to paid positions in the Placement Organization or that are available in the community. The Placement Organization will also give consideration to hiring qualified participants currently or previously engaged in work skills with the Placement Organization when opportunities for employment arise;

_ provide the participant an orientation consisting of the following information:
-the name of the designated supervisor
-a written job description, duties, goals, and expectations
-description of the specific area of work skills assignment
-starting date, time, and duration of work skills assignment
-assigned schedule
-location of work space
-procedures for obtaining needed supplies
-location of parking, restrooms, water fountains, break rooms, etc.
-lunch and break schedules
-holiday schedule, if appropriate
-work rules
-workplace safety
-security and confidentiality

_ provide formal or ongoing on-the-job training as appropriate to the assigned job;

_ provide supervision to the participant through a designated supervisor for the duration of the work skills assignment with regular and frequent evaluation of performance;

_ maintain regular contact with the Workforce Solutions center staff to enable the staff to track and monitor the participation;

_ provide the same health and safety standards established under state and federal law that apply to other individuals in similar activities;

- require agreement of the participant and Workforce Center staff for assignments requiring commuting time of more than two hours or assignments requiring overnight stay;

- comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these Acts. In addition, the Placement Organization agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These regulations provide, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion, be excluded from participation in, or denied, any aid, care, services or other benefits provided by Federal and/or State funding, or otherwise be subjected to discrimination;

- comply with Texas Revised Civil Statutes, Article 4419b-4, Sections 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV);

- not breach client confidentiality or release information on cases under this agreement without obtaining prior approval from the Workforce Solutions Center staff;

- not involve participants, as part of their work skills, in political campaigns, political parties or the political activities of the Placement Organization.

6.2.1 The work skills activity must not result in the displacement, including partial displacement, of any currently employed worker or position. The work skills activity must not impair existing contracts for services or collective bargaining agreements. It must not result in the employment or assignment of a participant or the filling of a position when any other person is on layoff from the same or substantially equivalent job within the same organizational unit or when an employer has terminated or otherwise reduced its work force. The work skills activity must not infringe in any way on promotional opportunities of any currently employed individual.

6.2.2 The Employing workfare/community service worksite (Placement Organization) is **required to have liability insurance to cover any injuries the participant might incur while working at their work site.**

7. REFERRAL AND FEEDBACK PROCESS

7.1 The Placement Organization will prepare a list of duties for each type of job covered in this agreement. The job description will include minimum qualifications required, training that will be provided, supervisory support, and information about the potential earnings and benefit coverage for regular employees in this position. The Placement Organization will notify Workforce Solutions Center staff of available work skills positions by sending the list of duties to the appropriate Center Manager.

Center Managers will notify Workforce Solutions Center staff of the placement opportunity. Workforce Solutions Center staff will then contact the Placement Organization to open a job order and refer qualified job candidates including program participants.

7.2 The Workforce Solutions Center staff will work the job order and match the job description on the work order form to a Workforce Solutions customer, including the program participant, capable of performing the tasks on a regular basis, considering physical capacity, skills, experience, family responsibilities, place of residence, transportation, child care and other supportive needs. Referral will be made on the Referral for Employing Workfare/Community Service Worksite.

7.3 The Workforce Solutions Center staff will ensure that the participant and the representative of the Placement Organization sign Form 2740, Work Skills Agreement, to document understanding of their expectations. Additional written expectations or procedures may be attached as appropriate. The information on the form will be discussed with the participant prior to referral to the Placement Organization.

7.4 The Placement Organization will report hours of work for each participant to the appropriate Workforce Solutions Center staff.

7.5 Representatives of the Placement Organization and the Workforce Solutions Center will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve results.

AGREED TO:

Placement Organization Name

Description of Placement Organization

Charitable Choices, Faith-Based, & Community-Based Services

Location/Physical Address

Mailing Address

Phone Number **Fax Number**

Contact Person

Placement Organization:

Signature and Date

Name: _____

Title: _____

Workforce Solutions:

Signature and Date

Name: **Tozi Tijerina**

Title: **Project Director**

Contract Developed By:

Workforce Solutions
Workforce Center

Rolando X. Perez / B.S.R.
Workforce Center Staff

Workforce Center Manager

AI-25672 **8.A.**

2011 Texas Safe Shelter Initiative Program

CC REGULAR

Date:	03/15/2011
Submitted By:	Norma Ceballos, COMM. PCT. #3
Submitted For:	Mona Parras
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Requesting permission to partner with La Joya Independent School District for 2011 Texas Safe Shelter Initiative Program.

BACKGROUND

Rationale: In order for La Joya Independent School District to qualify under the 2011 Texas Safe Shelter Initiative Program, the County of Hidalgo has to partner with the ISD on their behalf. This partnership will be at no cost to the County of Hidalgo. La Joya Independent School District clearly understands and will be responsible for any and all financial obligation and requirements for construction of this facilities. It is the district intent to build a dome type shelter that can withstand 200 mile per hour winds in accordance to 2011 Texas Safe Shelter Initiative Program requirements and directions.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:34 PM	APRV
2	Perla Lopez	Perla Lopez	03/10/2011 09:05 AM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	PEND

Form Started By: Norma Ceballos — Started On: 03/09/2011 02:18 PM

Final Approval Date: 03/10/2011

AI-25672 **8.A.**

2011 Texas Safe Shelter Initiative Program

CC REGULAR

Date:	03/15/2011
Submitted By:	Norma Ceballos, COMM. PCT. #3
Submitted For:	Mona Parras
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Requesting permission to partner with La Joya Independent School District for 2011 Texas Safe Shelter Initiative Program.

BACKGROUND

Rationale: In order for La Joya Independent School District to qualify under the 2011 Texas Safe Shelter Initiative Program, the County of Hidalgo has to partner with the ISD on their behalf. This partnership will be at no cost to the County of Hidalgo. La Joya Independent School District clearly understands and will be responsible for any and all financial obligation and requirements for construction of this facilities. It is the district intent to build a dome type shelter that can withstand 200 mile per hour winds in accordance to 2011 Texas Safe Shelter Initiative Program requirements and directions.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:34 PM	APRV
2	Perla Lopez	Perla Lopez	03/10/2011 09:05 AM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	PEND

Form Started By: Norma Ceballos — Started On: 03/09/2011 02:18 PM

Final Approval Date: 03/10/2011

AI-25683 **9.A.**

A Resolution in Support of SB 971 and HB 1765 in the 82nd Texas State Legislature

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Humberto Garza
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #4

Information

CAPTION

Approval of a Resolution in Support of SB 971 and HB 1765 in the 82nd Texas State Legislature

BACKGROUND

No budgetary impact to county.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: Resolution

Link: backup

Link: summary

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:32 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/10/2011 08:03 AM	APRV
3	Auditor's Office	Arcilia Duran	03/10/2011 10:28 AM	APRV
4	Purchasing Department	Marty Salazar	03/10/2011 10:44 AM	APRV

Form Started By: Monica Badillo — Started On: 03/09/2011 03:22 PM

Final Approval Date: 03/10/2011

RESOLUTION

A Resolution in Support of SB 971 and HB 1765 in the 82nd Texas State Legislature

WHEREAS, Hidalgo County is in an area often impacted by hurricanes; and

WHEREAS, evacuations from Hidalgo County in the past have been difficult because of the inability to timely convey accurate information to motorists trying to evacuate; and

WHEREAS, Senator Juan Hinojosa has filed SB 971 in the 82nd Legislature to create the Emergency Information Network which would provide information to evacuating Texas citizens regarding availability of fuel, temporary lodging and 24 hour pharmacies, as well as directing them to the best evacuation routes and providing other emergency information; and

WHEREAS, the Emergency Information Network would be a great benefit to the citizens of Hidalgo County and the State of Texas;

NOW, THEREFORE, the County of Hidalgo does hereby resolve that it is in the best interests of Texas to have the Emergency Information Network created and encourage all members of the Texas Senate to support and favor the passage of SB 971, as well as encouraging all members of the Texas House of Representatives to support and favor the passage of its companion bill, HB 1765.

ADOPTED THE ___ DAY OF March, 2011.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE COMMISSIONERS CO URT:

_____
RAMON GARCIA
County Judge

_____
JOEL QUINANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

By: Hinojosa S.B. No. 971

A BILL TO BE ENTITLED

AN ACT

relating to an emergency public service messaging network.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 418, Government Code, is amended by adding Subchapter I to read as follows:

SUBCHAPTER I. EMERGENCY PUBLIC SERVICE MESSAGING NETWORK

Sec. 418.201. DEFINITIONS. In this subchapter:

(1) "Digital display" means an electronic display that is in compliance with federal law and:

(A) is capable of displaying digital messages and images;

(B) for each display, measures at least 600 square feet, with a resolution of at least 15 millimeters;

(C) has emergency backup power for at least 24 hours of operation; and

(D) automatically adjusts to ambient light conditions and ensures the brightness of each display does not exceed .3 foot-candles over ambient light levels measured at a distance of 250 feet.

(2) "Emergency information network" means a system of digital displays that is controlled remotely from a centralized location.

(3) "Emergency management director" means a person designated to serve as emergency management director under Section

418.1015.

(4) "Health authority" has the meaning assigned by Section 81.003, Health and Safety Code.

Sec. 418.202. LOCAL PUBLIC HEALTH AND PUBLIC SAFETY ALERTS. (a) With the cooperation of the Texas Department of Transportation and emergency management directors, the division shall develop and implement a system for municipalities and counties to issue local public health and public safety alerts through an emergency information network developed under Section 418.203.

(b) The local public health and public safety alerts may include:

(1) AMBER alerts or other alerts issued under Subchapter L, Chapter 411;

(2) silver alerts issued under Subchapter M, Chapter 411;

(3) blue alerts issued under an executive order;

(4) homeland security alerts; and

(5) emergency public service messages provided to motorists:

(A) during a severe weather advisory;

(B) during an evacuation that has been ordered or recommended under this chapter; or

(C) following a declaration of a state of disaster issued under this chapter.

Sec. 418.203. EMERGENCY INFORMATION NETWORK. (a) In this section, "contractor" means a person who contracts with the division to implement the emergency information network.

(b) The division shall coordinate with the Texas Department of Transportation to implement an emergency information network along designated high traffic evacuation routes and highways in metropolitan areas located within 50 miles of a designated evacuation route. A digital display that is part of the emergency information network must be located only within the corporate limits or extraterritorial jurisdiction of a municipality.

(c) The emergency information network must be able to:

(1) display local public health and public safety alerts described by Section 418.202(b);

(2) display real-time information and relevant digital images regarding the availability of fuel, food, lodging, and 24-hour pharmacy services located along routes and highways described by Subsection (b); and

(3) quickly disseminate the information described by Subdivisions (1) and (2) to each digital display in the network.

(d) The emergency information network must include at least 200 digital displays and, to the extent possible, use double-sided digital displays. The digital displays must be installed in a sufficient number and located in sufficiently high population and high traffic areas to ensure the emergency information network disseminates information to the maximum number of motorists.

(e) The division, through competitive bidding, shall contract with a person to implement the emergency information network at no cost to the state. The contract must include terms that require the contractor to:

(1) erect and maintain digital displays on private

property along routes and highways described by Subsection (b);

(2) display the local public health and public safety alerts described by Section 418.202(b);

(3) collect the information described by Subsection (c)(2); and

(4) display the information collected under Subdivision (3) on digital displays.

(f) The contractor must obtain a person's permission before the contractor may erect a digital display on the person's property.

(g) If a digital display authorized under this section is not being used to display the information described by Subsection (c), the contractor may:

(1) display commercial digital messages;

(2) charge the prevailing market rate for displaying commercial digital messages; and

(3) retain the prevailing market rate for displaying commercial digital messages.

(h) Not later than January 31 of each year, the contractor shall pay two and one-half percent of the gross revenue generated from each digital display during the preceding year to:

(1) the comptroller for deposit in the general revenue fund; and

(2) the municipality in whose corporate limits or extraterritorial jurisdiction the digital display is located.

(i) After the expiration of the contract described by Subsection (e), the contractor may continue to maintain the digital

displays erected by the contractor if the contractor continues to:

(1) display the local public health and public safety alerts described by Section 418.202(b); and

(2) make the payments required under Subsection (h).

(j) The contractor shall operate the emergency information network to maximize the payments required under Subsection (h).

(k) Notwithstanding other law, the location and erection of a digital display authorized under this section is governed only by federal law and this section.

(l) The division may adopt rules to implement this section.

(m) The division shall implement this section using existing resources.

Sec. 418.204. ADMINISTRATION. (a) The division shall coordinate the local public health and public safety alert system described by Section 418.202(a).

(b) The division shall adopt standards as necessary to ensure proper implementation of the alert system. The standards must address:

(1) the procedures to be used by a health authority to verify a threat to public health within the health authority's jurisdiction;

(2) the procedures to be used by a local law enforcement agency to verify a threat to public safety within the agency's jurisdiction; and

(3) the procedures to be used by an individual or entity to report information about a threat to public health or public safety.

(c) The division shall prescribe forms for use by an emergency management director for a municipality or county in requesting activation of the alert system.

Sec. 418.205. DUTIES OF TEXAS DIVISION OF EMERGENCY MANAGEMENT. The division shall:

(1) cooperate with the Texas Department of Transportation and emergency management directors and assist in developing and implementing the alert system described by Section 418.202(a); and

(2) establish a plan for providing relevant information to the public in affected areas of the state through the emergency information network developed under Section 418.203.

Sec. 418.206. NOTIFICATION TO DIVISION OF LOCAL THREAT TO PUBLIC HEALTH OR PUBLIC SAFETY. (a) An emergency management director may notify the department if the emergency management director receives notice from:

(1) a health authority of a verified threat to public health within the health authority's jurisdiction; or

(2) a local law enforcement agency of a verified threat to public safety within the agency's jurisdiction.

(b) The emergency management director must determine that the information provided by a health authority or a local law enforcement agency poses a credible threat to the municipality or county.

Sec. 418.207. ACTIVATION. (a) On the request of an emergency management director, the division shall activate the alert system described by Section 418.202(a) and notify appropriate

participants in the alert system.

(b) The division shall send the alert to designated media outlets in the area affected by the public health or public safety threat. Following receipt of the alert, participating media outlets may issue the alert at designated intervals.

Sec. 418.208. CONTENT OF LOCAL PUBLIC HEALTH OR PUBLIC SAFETY ALERT. A local public health or public safety alert must include:

(1) all appropriate information that is provided by the emergency management director; and

(2) information on whom an individual in the affected area can contact for more information.

Sec. 418.209. TERMINATION OF LOCAL PUBLIC HEALTH OR PUBLIC SAFETY ALERT. (a) The division shall terminate any activation of the alert with respect to a local public health or public safety threat not later than the earlier of the time at which:

(1) the local public health or public safety threat is resolved; or

(2) the notification period ends, as determined by standards adopted by the division.

(b) An emergency management director that requests activation of the alert system under this subchapter shall notify the division as soon as possible that the local public health or public safety threat is resolved.

SECTION 2. The Texas Division of Emergency Management shall ensure the emergency information network under Section 418.203, Government Code, as added by this Act, is functionally operational

with at least 50 digital displays installed no later than June 30, 2012.

SECTION 3. This Act takes effect September 1, 2011.

TEXAS EMERGENCY NETWORK

SB 971
By Senator Hinojosa

HB 1765
By Rep. Sid Miller

Section 418.047 of the Government Code tasks the Division of Emergency Management to establish additional methods for disseminating emergency public service messages to motorists. That mandate can be fulfilled by the:

Emergency Information Network ("EIN")

The EIN is a system of networked digital displays along published evacuation routes and highways through metropolitan areas close to evacuation routes.

Emergency messaging to be displayed on the EIN include:

- Amber alerts (for abducted children)
- Silver alerts (for missing incapacitated seniors)
- Blue alerts (to apprehend criminals who injure/kill law enforcement)
- Homeland security alerts
- Severe weather advisories
- Availability of fuel, lodging, food & 24 hour pharmacies during evacuations
- Other locally declared emergencies or disasters

The EIN will be implemented at no cost to the State.

The Division will, through competitive bid, contract with a company to build and install the digital displays on private property.

When the displays are not in use during an emergency, the contractor will be permitted to sell commercial messaging on the displays.

Five percent of the gross revenue from selling the commercial messaging (estimated to be $20 - 40 million biennially) will be split between the State and the municipalities in which the displays are located.

Cities and counties will have access to the EIN for local emergencies and disasters.

The displays will be placed only in high traffic, urban areas, to maximize the immediate dissemination of emergency information to Texas motorists.

The displays will be cutting edge, with the highest resolution commercially available, backup power systems, automatic dimming technology to lower light pollution and reduce power consumption

The EIN will be functionally operational with at least 50 displays installed no later than June 30, 2012.

Legislative Advertising Paid for by:
Vincent Hazen with Texas Emergency Network, LLC
823 Congress Ste 811, Austin, TX 78704
(512) 577-8585

SB 971
HB 1765

TEXAS EMERGENCY NETWORK



Local Emergency



Weather Advisory



Homeland Security



Public Safety

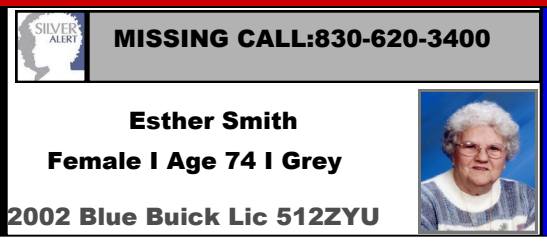
EVACUATION COORDINATION



HIGH IMPACT ALERTS



AMBER ALERTS



SILVER ALERTS



BLUE ALERTS

CURRENT TECHNOLOGY IS OUTDATED





AI-25636 **10.B.**

American Electric Power Settlement Release Form

CC REGULAR

Date:	03/15/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign American Electric Power settlement release form to settle auto claim with County vehicle. (Planning Dept)

BACKGROUND

DOL: 11/22/10

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2011 01:23 PM	APRV
2	Erika Zamora	Erika Zamora	03/10/2011 08:47 AM	NEW-R

Form Started By: Aida Alvarez — Started On: 03/08/2011 11:14 AM

Final Approval Date: 03/10/2011

AI-25632 **10.C.**

Travelers Insurance Company Settlement Check

CC REGULAR

Date:	03/15/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept settlement agreement with Travelers Insurance Company in the amount of $13,960.00 to settle total loss of County vehicle. (Tax Office)

BACKGROUND

DOL: 01/23/11
Burnt Truck

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2011 01:22 PM	APRV
2	Erika Zamora	Erika Zamora	03/10/2011 08:46 AM	NEW-R

Form Started By: Aida Alvarez — Started On: 03/08/2011 10:20 AM

Final Approval Date: 03/10/2011

AI-25615 **10.D.**

Delinquent tax collections report and order authorizing resale of foreclosed properties

CC REGULAR

Date:	03/15/2011
Submitted By:	EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Presentation on Delinquent Tax Collections Report
2. Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

BACKGROUND

Fiscal Impact

Attachments

Link: memo

Link: report

Link: order

Link: exhibit A

Form Routing/Status

Form Started By: Monica Badillo	Started On: 03/02/2011 04:42 PM
Final Approval Date: 03/10/2011	

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
ATTORNEYS AT LAW

IN ASSOCIATION WITH THE

LAW OFFICES OF JOHN DAVID FRANZ

400 North McColl, Suite A
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042
www.pbfcm.com

March 10, 2011

Monica Badillo
Commissioners' Court Administrator
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, TX 78539

Dear Ms. Badillo:

Our firm would like to be placed on the agenda for the Hidalgo County Commissioners Court Meeting and Drainage District #1 Board Meeting, scheduled for March 15, 2011.

The agenda items are as follows:

Hidalgo County Drainage District #1 Board Meeting

Discussion and possible action on a Resolution authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

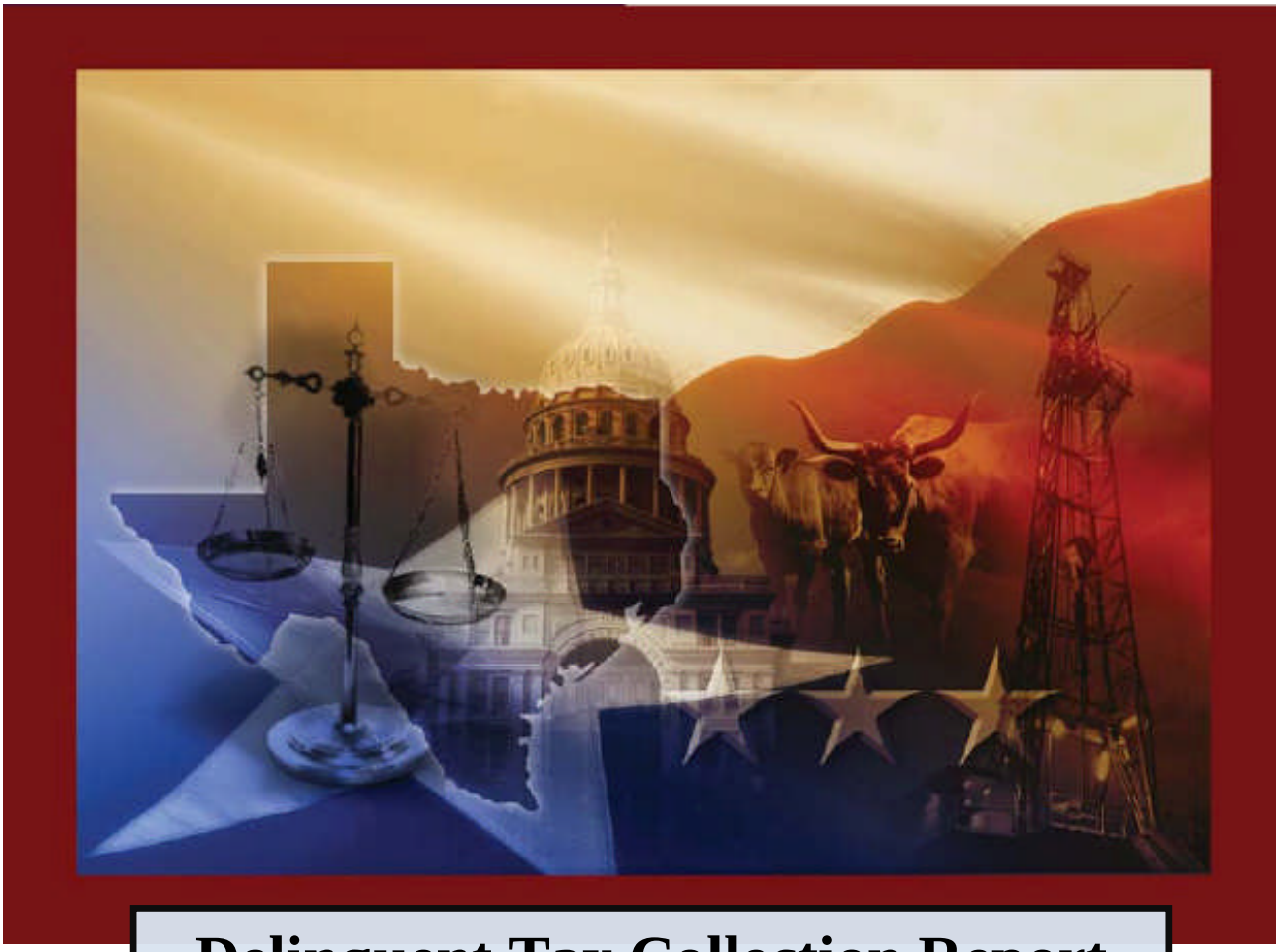
Hidalgo County Commissioner Court Meeting

Hear presentation on Delinquent Tax Collections Report.

Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

Sincerely,

Romeo Cantu
Communications Director/Tax Sales Manager
Perdue, Brandon, Fielder, Collins & Mott LLP
in Association with the
Law Offices of John David Franz
400 N. McColl, Suite A
McAllen, TX 78501
(956) 631-4026 ext. 136



Delinquent Tax Collection Report for Hidalgo County

for the period of July 2010 – December 2010

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
956-631-4026
www.pbfcm.com

March 2011

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
ATTORNEYS AT LAW

IN ASSOCIATION WITH

LAW OFFICES OF JOHN DAVID FRANZ

400 N. McColl, Suite A
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042

March 10, 2011

Hidalgo County
Honorable, Ramon Garcia, County Judge
Mr. Joel Quintanilla, County Commissioner, Precinct 1
Mr. Hector "Tito" Palacios, County Commissioner, Precinct 2
Mr. Jose M. Flores, County Commissioner, Precinct 3
Mr. Joseph Palacios, County Commissioner, Precinct 4
1615 S. Closner, Suite J
Edinburg, TX 78539

RE:	**DELINQUENT TAX COLLECTIONS REPORT FOR THE PERIOD OF JULY 1, 2010 THROUGH DECEMBER 31, 2010**

Dear Judge Garcia and Commissioners:

The following is a brief overview of the collection activities at Perdue, Brandon, Fielder, Collins and Mott, L.L.P., in Association with the Law Offices of John David Franz, which have resulted in an **increase** to **Hidalgo County** in revenue from delinquent tax collections for the first six months of the 2010-2011 fiscal year.

PRE-LITIGATION ACTIVITIES

PHONE CONTACTS

Hidalgo County's delinquent tax program is designed with an emphasis on working with the taxpayers towards resolving his tax problem. Our *Call Center* personnel conduct address and phone number research so that actual personal contact can be made with the taxpayer. Our team of professional and courteous phone staff has handled **47,203** phone calls involving the County's accounts during this reporting period.

MAILINGS

The Hidalgo County delinquent tax program includes mailed, bi-lingual notices informing the taxpayer of his delinquency. During this reporting period, our Firm has mailed out **85,145** separate ***Notices of Delinquency.*** This is in addition to the ***Specialized Notices*** generated from our McAllen office. Our mass mailings are coordinated with the Tax Office and are staggered in order to help avoid overwhelming the Tax Office with too many taxpayers at one time. The expense of mailing and postage is paid by our Firm.

THE EXTRA STEP

When correspondence comes back to our office indicating "Bad Address," our staff takes the extra step of conducting our own address research. Our staff reviews returned mail and separates the "bad address" letters. The letters returned for bad address are assigned to our address research team for additional investigation. When a new address is identified, we then follow up with a second letter to the new address. Since July 1, 2010, this team has located new addresses for **1,086** taxpayers.

PROPERTY INSPECTIONS

Property Inspections/Personal Visits are another important tool in Hidalgo County's delinquent tax collection program. During this reporting period, our staff has conducted **1,234** property inspections/personal visits in the County. Our staff of professional and courteous Field Inspectors visit before litigation and are trained to inform taxpayers of payment options and/or deferrals they may be eligible to receive.

PAYMENT AGREEMENTS

During this reporting period, our staff located and entered into payment agreements with **275** delinquent taxpayers involving more than **$521,660** in base tax owed to Hidalgo County.

LITIGATION

When phone contacts, notices and/or personal visits do not generate the desired effect, our Firm actively pursues litigation. During this reporting period, our Firm has filed **1,117 Original Petitions/Interventions** involving claims, totaling **$3,767,029** in base tax on behalf of the County**.**

However, our Firm's collection philosophy has never emphasized the filing of lawsuits as the primary means for maximizing collections. Indeed, we view the filing of litigation as a failure of the collection process because of the unnecessary and substantial expenses that it imposes on taxpayers without providing a benefit to the taxing entities. Our Firm emphasizes a personal approach to collections. This means that we take the time and make the effort to communicate

one-on-one with taxpayers and fashion a payment arrangement that results in prompt payment to the County while being compassionate to the economically disadvantaged.

TAX SALES

Our Firm's commitment in working with taxpayers towards a resolution of their tax problems is evident in the way we handle our tax sales. We formulate a list of potential properties that are ready to be placed in the tax sale. Our Tax Sales Department and Litigation Department work with these taxpayers to make payment arrangements prior to the tax sale, resulting in a savings of approximately $600.00 per property for the taxpayer.

During this reporting period, **187** properties were identified as potential properties for the tax sale. However, **160** were removed from the list because the taxpayers either paid in full, made payment arrangements, filed for bankruptcy, received a deferral or because additional research was required before the tax sale could proceed.

The following is a breakdown of the results of the **29** properties that were posted for Tax Sale during this reporting period. The amounts shown are base tax amounts.

Paid In Full	7	$25,769.64
Sold	2	$5,008.67
Payment Agreement	9	$29,263.32
Struck Off Properties	11	$45,687.65

FEDERAL COURT REPRESENTATION

Forfeitures

Our Firm was required to appear on behalf of Hidalgo County in **4** federal forfeiture actions, involving more than **$13,743** owed to Hidalgo County. The County can expect to be paid from proceeds of sales of properties forfeited to the United States, once the U.S. Marshall sells the assets. Upon sale, the costs of seizure and sale are deducted, then taxing entities are paid. The remainder, if any, is then paid to the Government agency that petitioned for forfeiture, i.e. DEA, IRS, etc.

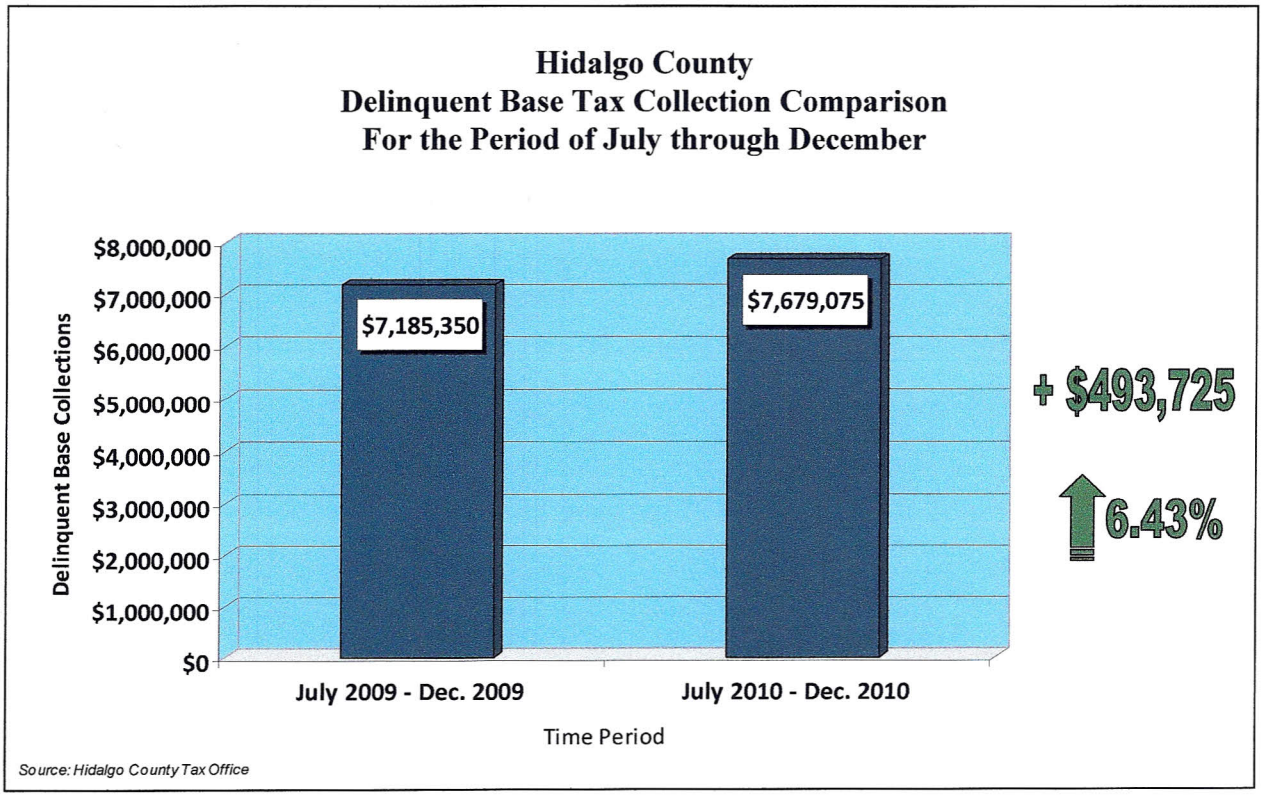
Bankruptcy

During this reporting period, our Firm has filed **114** new Proofs of Claim, involving more than **$332,776** in base delinquent tax, in Federal Bankruptcy Court on behalf of Hidalgo County, and we continue monitoring existing bankruptcy cases.

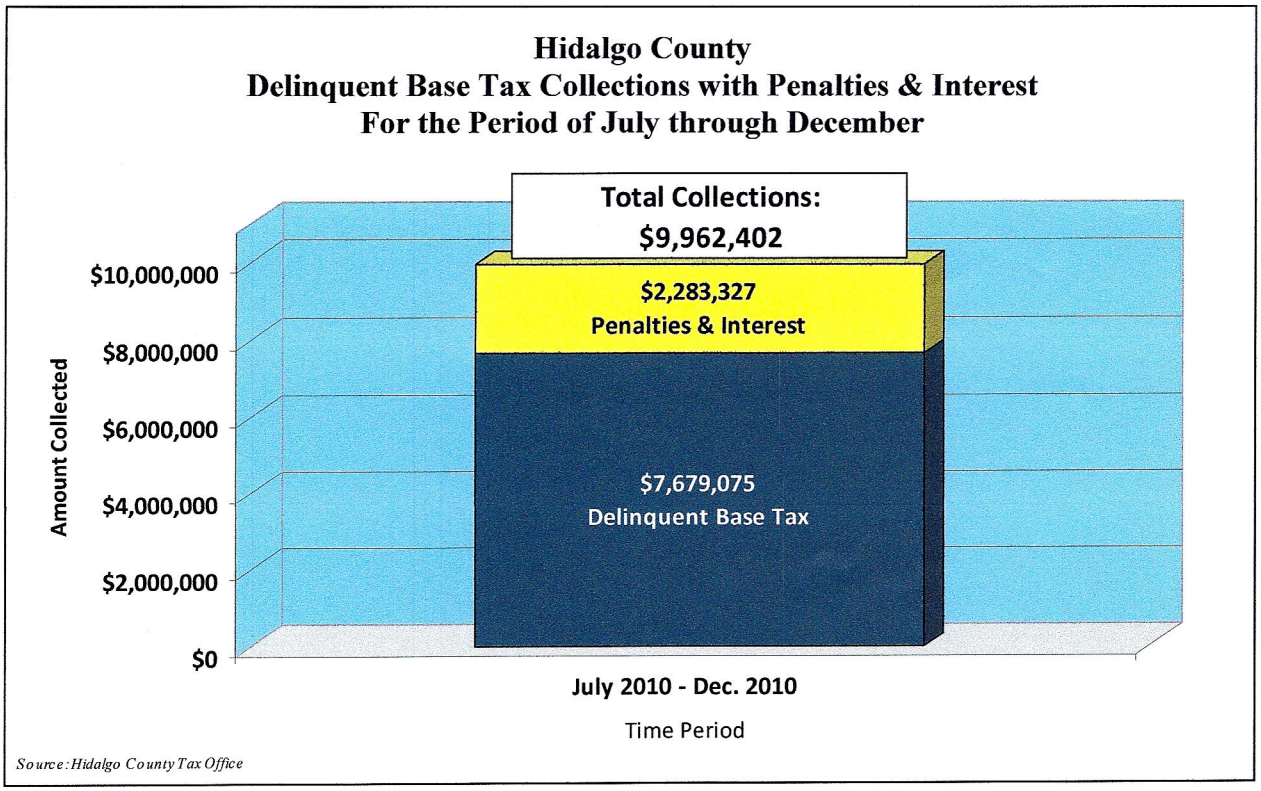
COLLECTION COMPARISON

As you know, all of our efforts are directed towards the goal of maximizing collections for Hidalgo County. We are pleased to announce that our efforts have resulted in collections of **$7,679,075** delinquent base tax for this reporting period. This is an increase in collections of **$493,725** delinquent base tax as compared to the same reporting period last year.

The following chart compares base tax collection from July 2010 through December 2010 with the same time period of your previous fiscal year.



Along with the base taxes, our Firm has collected **$2,283,327** in penalty and interest for Hidalgo County during this reporting period. The following graph illustrates Hidalgo County's total delinquent tax collections thus far.



Our Firm looks forward to assisting **Hidalgo County** in its delinquent tax collection efforts and encourages any feedback and recommendations. Please feel free to contact our offices should you have any questions or require additional information.

Respectfully,

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
in Association with the
Law Offices of John David Franz

Hiram A. Gutierrez
Co-Managing Partner

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 15th day of March, 2011, at the regularly scheduled meeting of the Commissioners' Court of Hidalgo County, Texas, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the Presiding Commissioner called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County Texas approves the bids received on the properties described in the attached Exhibit "A" and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERD AND SIGNED on this 15th day of March, 2011.

_____

Ramon Garcia, County Judge,
Hidalgo County, Texas

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit “A”

(Tax Resale Properties)



Tax Resale Bids

for Hidalgo County

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

400 N. McColl, Suite A
McAllen, Texas 78501
956-631-4026
www.pbfcm.com

March 2011

Tax Resale Bids

for Hidalgo County

March 2011

No.	Suit Number	Account Number	Legal Description	Opening Bid	Amount of Bid	Amount for County
1	T-350-97-G	T5800-00-000-0018-00	LOT 18, OF THE TOELLNER SUBDIVISION, BEING A RESUBDIVISION OF 8.4 ACRES OUT OF LOT 182 AND 27.52 ACRES OUT OF LOT 192, JOHN H. SHARY SUBDIVISION, AS DESCRIBED IN VOLUME 1982, PAGE 871, DEED RECORDS OF HIDALGO COUNTY, TEXAS	$11,816.16	$9,225.00	$1,818.00
2	T-276-05-F	M3300-00-000-0031-00 M3300-00-000-0031-10	TRACT 1: AN UNDIVIDED 10% INTEREST IN THE HOMESTEAD ON THE EAST 171.41 FEET OF THE WEST 122.82 FEET OF THE NORTH 305 FEET OF LOT 31, MELBA CARTER SUBDIVISION, HIDALGO COUNTY, TEXAS TRACT 2: THE EAST 171.41 FEET OF THE WEST 122.82 FEET OF THE NORTH 305 FEET OF LOT 31, MELBA CARTER SUBDIVISION, HIDALGO COUNTY, TEXAS	$45,640.34	$35,000.00	$9,896.11
3	T-1280-09-D	E3100-00-036-0011-00	THE SOUTH 1/2 OF LOT 11 AND ALL OF LOT 12, BLOCK 36, EDCOUCH ORIGINAL TOWNSITE, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK'S FILE NUMBER 1482669, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.	$17,850.00	$4,500.00	$656.78

Property No. 1

T-350-97-G

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

Style of Case:
Cause No. T-350-97-G; City of Mission and United Irrigation District vs. Luis & Herlinda Singleterry

Legal Description:
Lot 18, of the Toellner Subdivision, being a resubdivision of 8.4 acres out of Lot 182 and 27.52 acres out of Lot 192, John H. Shary Subdivision, as described in Volume 1982, Page 871, Deed Records of Hidalgo County, Texas (Account No. T5800-00-000-0018-00).

Judgment Date: October 15, 2002 **Date of Taxsale: April 01, 2003**

Date of Sheriff's Tax Deed recording: April 23, 2003

Date Bid Received: February 2, 2009

Amount of Total Judgment: $25,656.15

Costs of Judgment: $1,953.00

Amount of Bid: $9,225.00

Value at time of Judgment: $9,225.00

ENTITY NAME	JUDGMENT AMOUNT DUE EACH ENTITY	PERCENT TO BE RECEIVED	AMOUNT YOU WILL RECEIVE
City of Mission	$5,719.72	22%	$1,599.84
United Irrigation District	$ 862.47	3%	$ 218.16
Sharyland ISD	$11,504.26	45%	$3,272.40
Hidalgo County	$ 6,350.00	25%	$1,818.00
Hidalgo-Kenedy CED #10	$ 1,053.22	4%	$ 290.88
South Texas College	$ 166.48	1%	$ 72.72

Prospective Buyer: TRINIDAD PONCE, 2604 E. 4TH STREET, MISSION, TEXAS 78572

***Part of Judgment amount owed was based on the lot having a home at one time; the home no longer exists on property...it is a vacant lot.

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Property Information And Detailed Maps Since 1955

Hidalgo County, Tx.

New Search | Log Out

Property Details	
Account Number	T5800-00-000-0018-00
Property ID	305649
Owner Name and Address	CITY OF MISSION TRUSTEE 1201 E 8TH ST MISSION, TX 78572
Property Address	
Lot / Block	18 /
Legal Description	TOELLNER LOT 18 R/S LOT 192
Tax Jurisdictions	CAD CMS DR1 GHD JCC R05 SSL SST W14
Exemptions (Exemp. Codes)	EXEMPT

Property Values	
Land Value	$18,563.00
Improvement Value	$0.00
Agriculure Value	$0.00
Assessed Value	$18,563.00
Market Value	$18,563.00
Homestead Cap	$0.00
Appraised Value	$18,563.00

Estimated Taxes

Tax Jurisdictions		Tax Rate	Amount
CMS	City of Mission	0.00556600	$103.32
DR1	Drainage Dist. No. 1	0.00049200	$9.13
GHD	Hidalgo County	0.00590000	$109.52
JCC	South Texas Community College	0.00154000	$28.59
R05	Road District No. 5	0.00010900	$2.02
SSL	Sharyland ISD	0.01185000	$219.97
SST	South Texas ISD	0.00049200	$9.13
W14	United Irr. Water District	0.00000000	$0.00
Total Taxes Without Exemptions			$481.69

Improvement Details (Improvement Code Legend)								
Segment Type	Built	Sq Ft	Foundation	Ext Wall	Roof Style	Fireplace	Bedrooms	Baths
No data available!								

Land Details						
Land Type	Land Sq Ft	Homesite	Land Value	Acres	Frontage	Depth
F1	11250		$18,563.00	0.2583	50	225

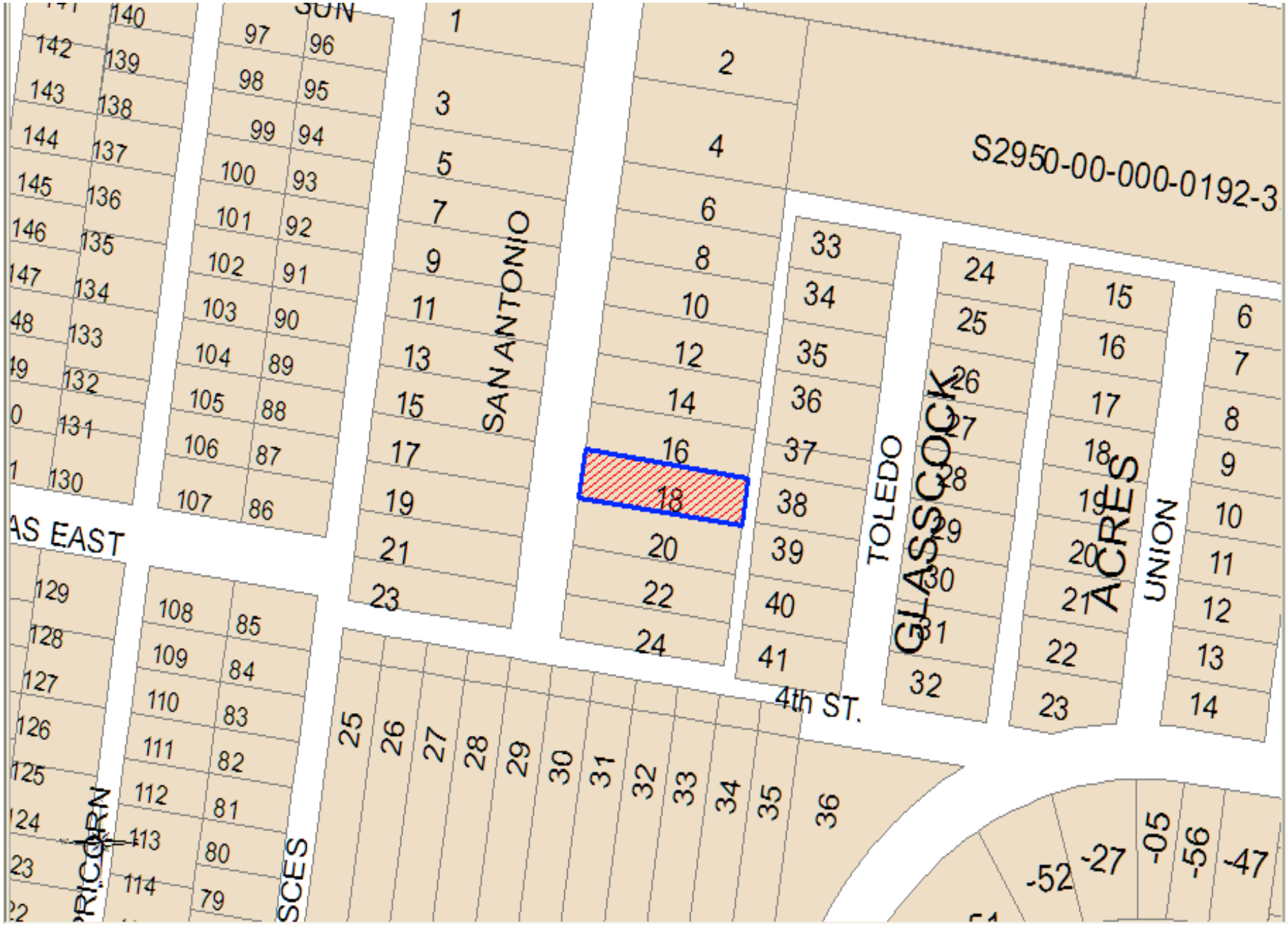
Sale Information			
Date	Vol	Page	Price
04/23/2003			$0.00

Map Download
Found 2 map pages.
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Map # 0955 Toellner

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GIS Map	Map It!

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T-350-97-C


S2950-00-000-0192-3
SAN ANTONIO
TOLEDO
GLASSCOCK
ACRES
UNION
4th ST.
AS EAST

T-350-97-C



Property No. 2

T-276-05-F

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

Style of Case:
Cause No. T-276-05-F; City of Mission vs. Chasco E. Alaniz

Legal Description:
Account No. 1: An undivided 10% interest in the homestead on the East 171.41 feet of the West 122.82 feet of the North 305 feet of Lot 31, Melba Carter Subdivision, Hidalgo County, Texas (Account No. M3300-00-000-0031-00);

Account No. 2: The East 171.41 feet of the West 122.82 feet of the North 305 feet of Lot 31, Melba Carter Subdivision, Hidalgo County, Texas (Account No. M3300-00-000-0031-10).

Property Location: 102 Melba Carter Street, Mission, Texas

Judgment Date: October 20, 2009 **Date of Taxsale:** June 01, 2010

Date of Sheriff's Tax Deed recording: 06/18/2010

Date Bid Received: 07/09/2010 **Amount of Bid:** $35,000.00

Amount of Total Judgment: $41,541.10 **Costs of Judgment:** $2,953.00

Current Appraised Value: $56,465.00 **Value at time of Judgment:** $56,465.00

ENTITY NAME	JUDGMENT AMOUNT DUE EACH ENTITY	PERCENT TO BE RECEIVED	AMOUNT YOU WILL RECEIVE
City of Mission	$ 7,529.65	18.13%	$ 5,810.12
Hidalgo County	$10,836.47	26.09%	$ 8,361.06
Drainage District #1	$ 1,746.46	4.20%	$ 1,345.97
Road District #5	$ 243.16	.59%	$ 189.08
Mission CISD	$16,861.56	40.59%	$13,007.88
South Texas I.S.D	$ 878.98	2.12%	$ 679.40
South Texas College	$ 1,760.38	4.24%	$ 1,358.79
Hidalgo CED	$ 1,684.44	4.04%	$ 1,294.70

ADDITIONAL COMMENTS: PROPERTY HAS BEEN ABANDONED FOR SOMETIME, DEFENDANT IS DECEASED AND HEIRS HAVE NOT COME FORWARD TO CLAIM PROPERTY.

Prospective Buyer: Abiel Ramon

This property is being conveyed subject to the following tax year(s):

Entity Name	**Subject To Years**	**Amount Due As Of July, 2010**
City of Mission	2009	$426.48
Hidalgo County	2009	$452.08
Drainage District #1	2009	$55.56
Mission CISD	2009	$980.78
South Texas I.S.D	2009	$37.70
South Texas College	2009	$114.24

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Hidalgo County, Tx.

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Property Details	
Account Number	M3300-00-000-0031-10
Property ID	233581
Owner Name and Address	ALANIZ CHASCO EMETERIO PO BOX 862 MISSION, TX 78573
Property Address	102 MELBA CARTER ST
Lot / Block	31 /
Legal Description	MELBA CARTER E71.41'-W122.82'-N305' LOT 31
Tax Jurisdictions	CAD CMS DR1 GHD JCC R05 SMS SST THMS1 TMS1 W14
Exemptions (Exemp. Codes)	

Property Values	
Land Value	$7,579.00
Improvement Value	$48,886.00
Agriculure Value	$0.00
Assessed Value	$56,465.00
Market Value	$56,465.00
Homestead Cap	$0.00
Appraised Value	$56,465.00

Estimated Taxes

Tax Jurisdictions		Tax Rate	Amount
CMS	City of Mission	0.00556600	$314.28
DR1	Drainage Dist. No. 1	0.00049200	$27.78
GHD	Hidalgo County	0.00590000	$333.14
JCC	South Texas Community College	0.00154000	$86.96
R05	Road District No. 5	0.00010900	$6.15
SMS	Mission ISD	0.01180000	$666.29
SST	South Texas ISD	0.00049200	$27.78
W14	United Irr. Water District	0.00000000	$0.00
Total Taxes Without Exemptions			$1,462.39

Improvement Details (Improvement Code Legend)								
Segment Type	Built	Sq Ft	Foundation	Ext Wall	Roof Style	Fireplace	Bedrooms	Baths
LOUNGE	1970	1500	SLB	CBK				2
LOUNGE	1970	840						
STORAGE	1970	400						

Land Details						
Land Type	Land Sq Ft	Homesite	Land Value	Acres	Frontage	Depth
F1	21655		$7,579.00	0.4971	71	305

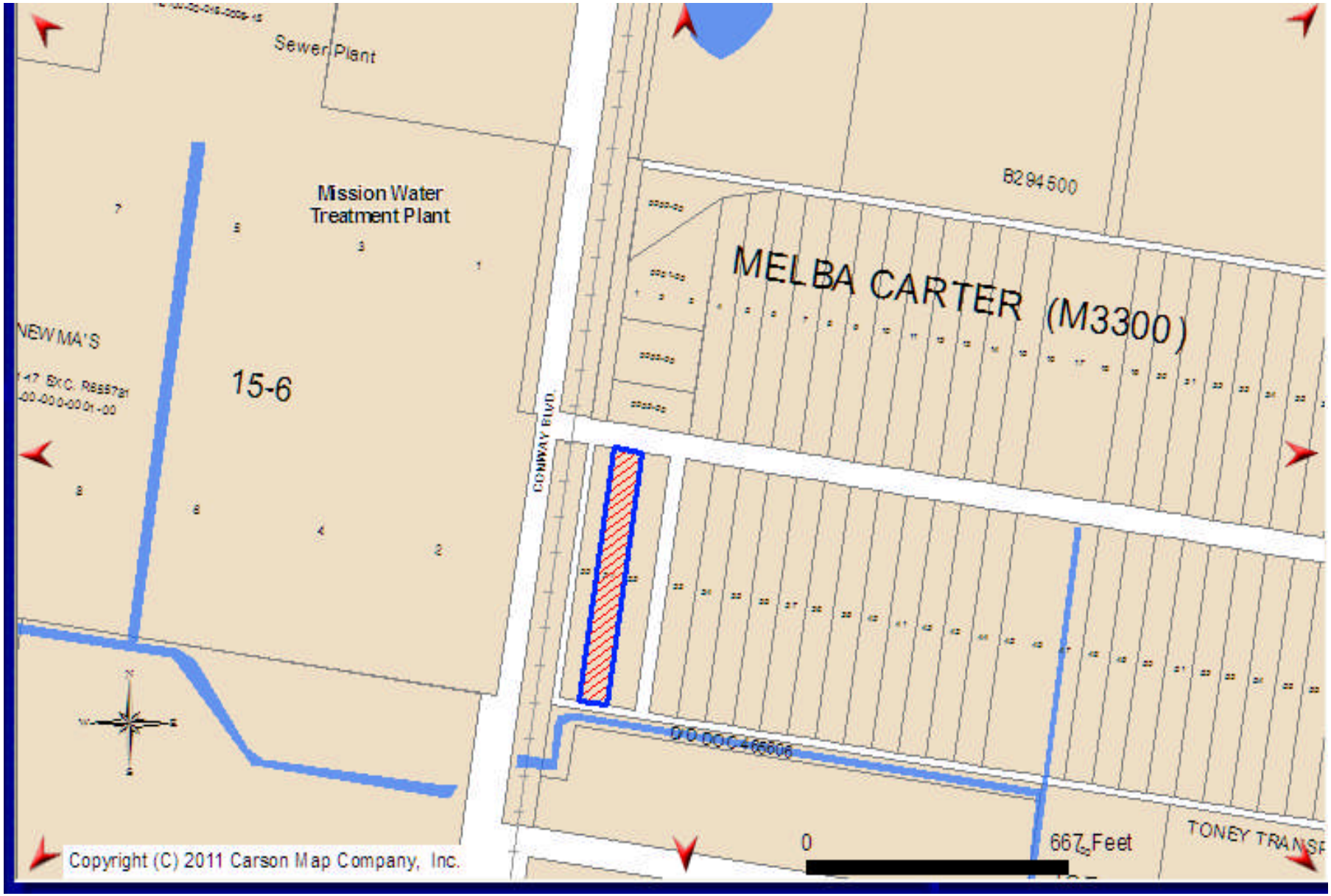
Sale Information			
Date	Vol	Page	Price
			$0.00

Map Download
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T-276-05-F


Sewer Plant
Mission Water
Treatment Plant
B294500
MELBA CARTER (M3300)
NEW MA'S
15-6
CONWAY BLVD.
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0
667 Feet

T-276-05-F



Property No. 3

T-1280-09-D

PerdueBrandonFielderCollins&Mott LLP
In Association with the Law Offices of John David Franz
ATTORNEYS AT LAW

ANALYSIS OF THE BID RECEIVED

FOR TAX RESALE PROPERTY

Cause No.: T-1280-09-D; Hidalgo County, Hidalgo County Drainage District #1 and Hidalgo County Emergency Service District #2 vs. Agustin Galvan

Account No: E3100-00-036-0011-00

Legal Description: THE SOUTH 1/2 OF LOT 11 AND ALL OF LOT 12, BLOCK 36, EDCOUCH ORIGINAL TOWNSITE, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK'S FILE NUMBER 1482669, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

Property Location: 105 S. Lackland St., Edcouch, Texas

Date of Judgment: February 18, 2010 **Date of Tax Sale:** August 3, 2010

Date of Sheriff's Deed Recorded: August 12, 2010

Judgment Amount: $23,264.59 **Tax Sale Costs:** $1,039.06

Date Bid Received: February 22, 2011 **Bid Amount:** $4,500.00

Judgment Value: $17,850.00 **Current Appraised Value:** $17,850.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Hidalgo County	$3,841.46	16.51%	$571.47
Hidalgo County Drainage District #1	$364.59	1.57%	$54.24
Hidalgo County Emergency Service District #2	$209.27	0.90%	$31.13
Edcouch-Elsa Independent School District	$11,831.52	50.86%	$1,760.11
City of Edcouch	$5,924.97	25.47%	$881.43
South Texas College	$802.28	3.45%	$119.35
South Texas Independent School District	$290.50	1.25%	$43.22

Comments: Subject to taxes for 2010 and subsequent years.

Prospective Buyer: Rebecca Castillo, 3513 S. Veterans Blvd., Edinburg, TX 78542

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Property Details	
Account Number	E3100-00-036-0011-00
Property ID	163659
Owner Name and Address	AGUSTIN GALVAN 6401 DIANA DR EDINBURG, TX 78539
Property Address	105 S LACKLAND ST
Lot / Block	11 / 36
Legal Description	EDCOUCH ORIGINAL TOWNSITE BLK 36 S 1/2-11 ALL 12
Tax Jurisdictions	CAD CED DR1 FD2 GHD JCC R10 SEE SST
Exemptions (Exemp. Codes)	

Property Values	
Land Value	$17,850.00
Improvement Value	$0.00
Agriculure Value	$0.00
Assessed Value	$17,850.00
Market Value	$17,850.00
Homestead Cap	$0.00
Appraised Value	$17,850.00

Estimated Taxes

Tax Jurisdictions		Tax Rate	Amount
CED	City of Edcouch	0.00899000	$160.47
DR1	Drainage Dist. No. 1	0.00049200	$8.78
FD2	Fire District No. 2	0.00028000	$5.00
GHD	Hidalgo County	0.00590000	$105.32
JCC	South Texas Community College	0.00154000	$27.49
R10	Road District No. 10	0.00000000	$0.00
SEE	Edcouch-Elsa	0.01258000	$224.55
SST	South Texas ISD	0.00049200	$8.78
Total Taxes Without Exemptions			$540.39

Improvement Details (Improvement Code Legend)								
Segment Type	Built	Sq Ft	Foundation	Ext Wall	Roof Style	Fireplace	Bedrooms	Baths
No data available!								

Land Details						
Land Type	Land Sq Ft	Homesite	Land Value	Acres	Frontage	Depth
C1	10500		$17,850.00	0.241	75	140

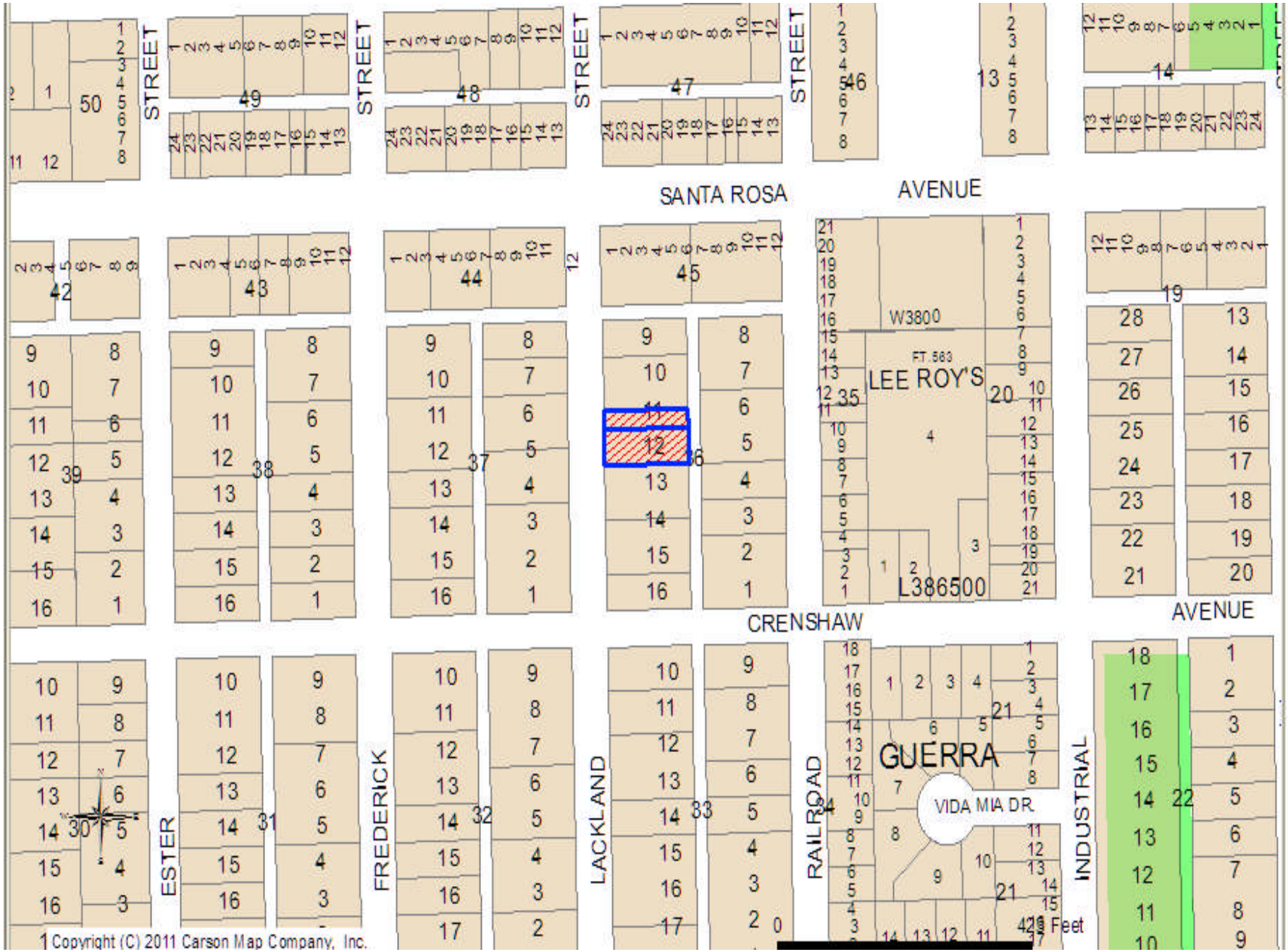
Sale Information			
Date	Vol	Page	Price
06/13/2005			$0.00

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Map # 0316
Map # 0330
Map # 0640
Map # 0316 Edcouch
Map # 0330 Edouch

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T-1280-09-D


STREET
STREET
STREET
STREET
SANTA ROSA
AVENUE
W3800
FT. 563
LEE ROY'S
L386500
CRENSHAW
AVENUE
GUERRA
VIDA MIA DR
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T-1280-09-D


TAX FORECLOSURE
PROPERTY
For more information, please call:
PERDUE, BRANDON,FIELDER, COLLINS & MOTT, LLP.
IN ASSOCIATION WITH LAW OFFICES OF JOHN DAVID FRANZ
400 N. McColl Suite A. McAllen, TX 78501
(956) 631-4026
Cause #
T-1280-09-D
Tp # 15982
Galvan Agustin
E3100-00-036-0011-00

AI-25723 **10.E.**

Discussion and appropriate action re: county testimony at Legislative Hearings

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and appropriate action regarding the development of guidelines, procedures and/or policies regarding county testimony at State Legislative Hearings

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 03/10/2011 05:31 PM
Final Approval Date: 03/11/2011	

AI-25719 **10.F.**

AEP Agreement for Electric Distribution Service- Eyhorn Property

CC REGULAR

Date: 03/15/2011
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Executive Office
Department: RIGHT OF WAY DEPT.
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of Revised Contribution-In-Aid-Of-Construction Agreement for Electric Distribution Services between AEP and County of Hidalgo - Eyhorn Property (due to change in amount from $ 41,664.24 to $ 41,835.59)

BACKGROUND

previously approved by court on 2/1/11. (amount increased from 41,664.24 to 41,835.59)

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-439
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available funds as of 3/11/11.

Attachments

Link: eyhorn property
Link: revised
Link: work order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 03:41 PM	APRV
2	Olga Garza	Olga Garza	03/11/2011 10:56 AM	APRV
3	Auditor's Office	Angela Garcia	03/11/2011 01:07 PM	APRV

Form Started By: Sandra Garcia — Started On: 03/10/2011 03:17 PM

Final Approval Date: 03/11/2011

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

HIDALGO COUNTY PCT #3
Service: MILE 14 RD
MISSION, TX

Contract #: DWMS00000126002 Work Request #: 38468952

Date: 1/27/2011

You, HIDALGO COUNTY PCT #3 (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:DESIGNED BY ENGINEERING TECHNICIAN NOE' V. BARRERA ON WR# 38468952, AEP WILL BE UPGRADING, RELOCATING & EXTENDING A 1-PHASE PRIMARY LINE FOR HIDALGO COUNTY PCT# 3; JOB IS LOCATED OF MILE 14 RD., AND IS APPROXIMATELY 1/2 MILE EAST FROM JARACHINAS RD.; FOR PAYMENT, CONTACT ROSIE UNDERWOOD @ (956) 283-2328.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 41,664.24. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to PROVIDE AND INSTALL ALL MATERIALS AND MAKE ELECTRICAL TERMINATIONS, and the Customer agrees to provide AND MEET ALL COMPANY REQUIREMENTS BEFORE JOB IS RELEASED TO CONSTRUCTION and to be ready to take electric service on or before 01/27/2011.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 4/27/2011 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Company		Customer	
By		By	Ramon Garcia
Signature:		Signature:	
Title:		Title:	County Judge
Date:		Date:	2/1/11

APPROVED BY
COMMISSIONERS' COURT
ON: 2/1/11

PLEASE >> Please remit To:

>> AEP - Texas
Attn: Rosie Underwood
>> 5700 N. Cage
Pharr, TX 78557-7921
>>

Bill To:

RETURN >> HIDALGO COUNTY PCT #3

WITH >>

PAYMENT >>

Company No: 211
Contract No: DWMS00000126002
Customer No:
Date: 1/27/2011
Amount Due: 41,664.24

Amount Remitted: _____

Contract No: DWMS00000126002

Date: 1/27/2011

PRO FORMA

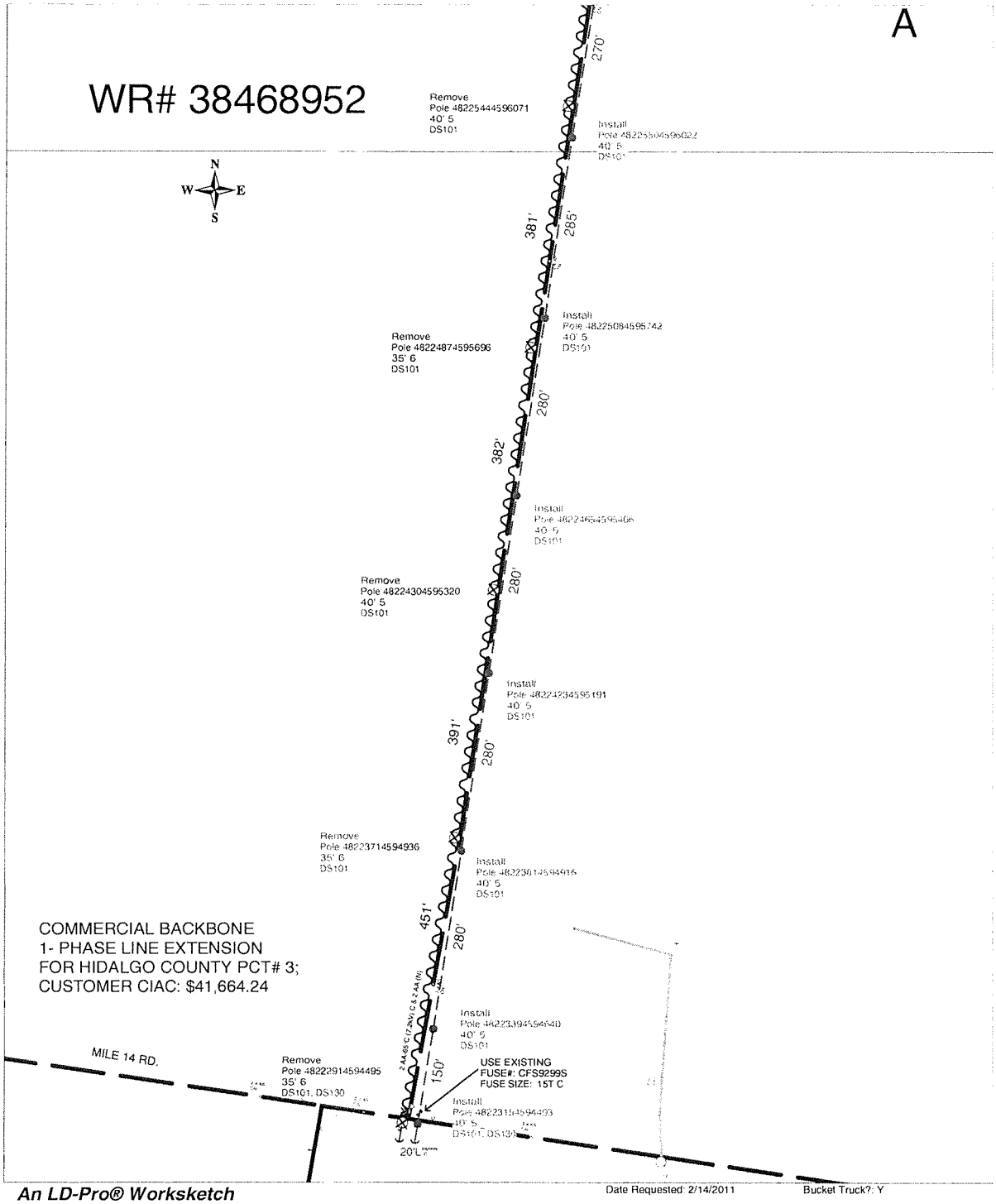
Customer No:
Purchase Order: 38468952

Description	Quantity	UOM	Init Amt	Net Amount
DESIGNED BY ENGINEERING TECHNICIAN NOE' V. BARRERA ON WR# 38468952, AEP WILL BE UPGRADING, RELOCATING & EXTENDING A 1-PHASE PRIMARY LINE FOR HIDALGO COUNTY PCT# 3; JOB IS LOCATED OF MILE 14 RD., AND IS APPROXIMATELY 1/2 MILE EAST FROM JARACHINAS RD.; FOR PAYMENT, CONTACT ROSIE UNDERWOOD @ (956) 283-2328.	1.0	EA	41,664.24	41,664.24

Amount Due: 41,664.24

A

WR# 38468952



An LD-Pro® Worksketch

Date Requested: 2/14/2011 | Bucket Truck?: Y

Date Required: 2/14/2011 | Truck to Site?: Y

Job Name: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | 4 WD?: N

Location: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | County: HIDALGO

Division: CP | District: Mission | Crew HQ: Pharr Distrib Serv/Const 187 | Station No.: 1033 | Circuit No.: 3110

W/R#: 38468952 | WO#: DCP0194931 | Sta/Circuit Name: MOOREFIELD STATION

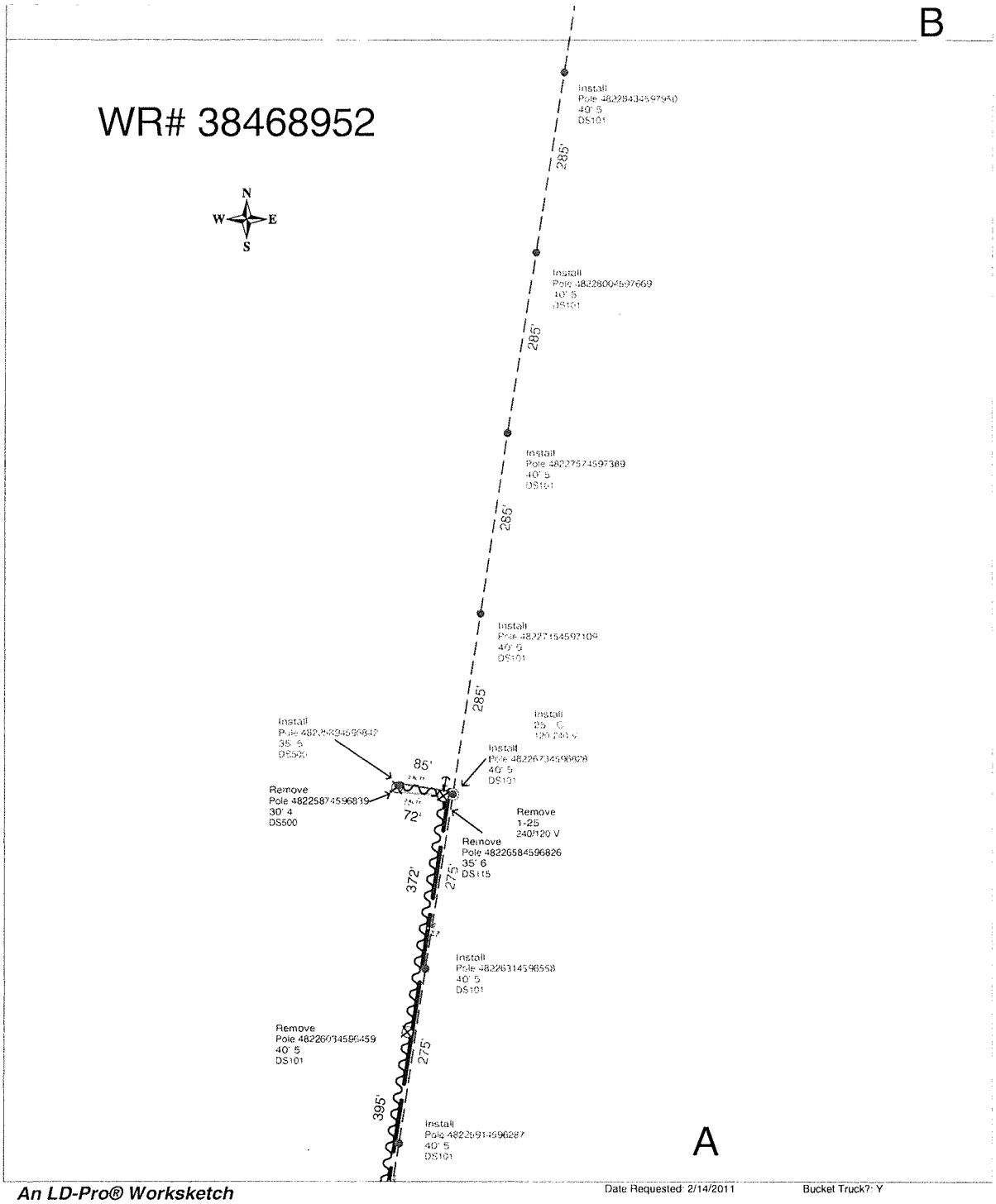
JU Proposal(s): EDN100039 | NOT CLEARED | NOT STAKED | Voltage: 7.2 | Map: EYHORN LANDFILL

R/W#: | Phases: 1 | Quad:

CUSTOMER CONTACT MADE BY: LEE JONES (956) 283-2441 | Date: 1/27/2011 | Print #: | Scale: 1" = 150'

Drawn By: NOE' V. BARRERA | Page: 1 of S

WR# 38468952



An LD-Pro® Worksketch

Date Requested: 2/14/2011 | Bucket Truck?: Y

Date Required: 2/14/2011 | Truck to Site?: Y

Job Name: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | 4 WD?: N

Location: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | County: HIDALGO

Division: CP | District: Mission | Crew HQ: Pharr Distrib Serv/Const 187 | Station No.: 1033 | Circuit No.: 3110

W/R#: 38468952 | WO#: DCP0194931 | Sta/Circuit Name: MOOREFIELD STATION

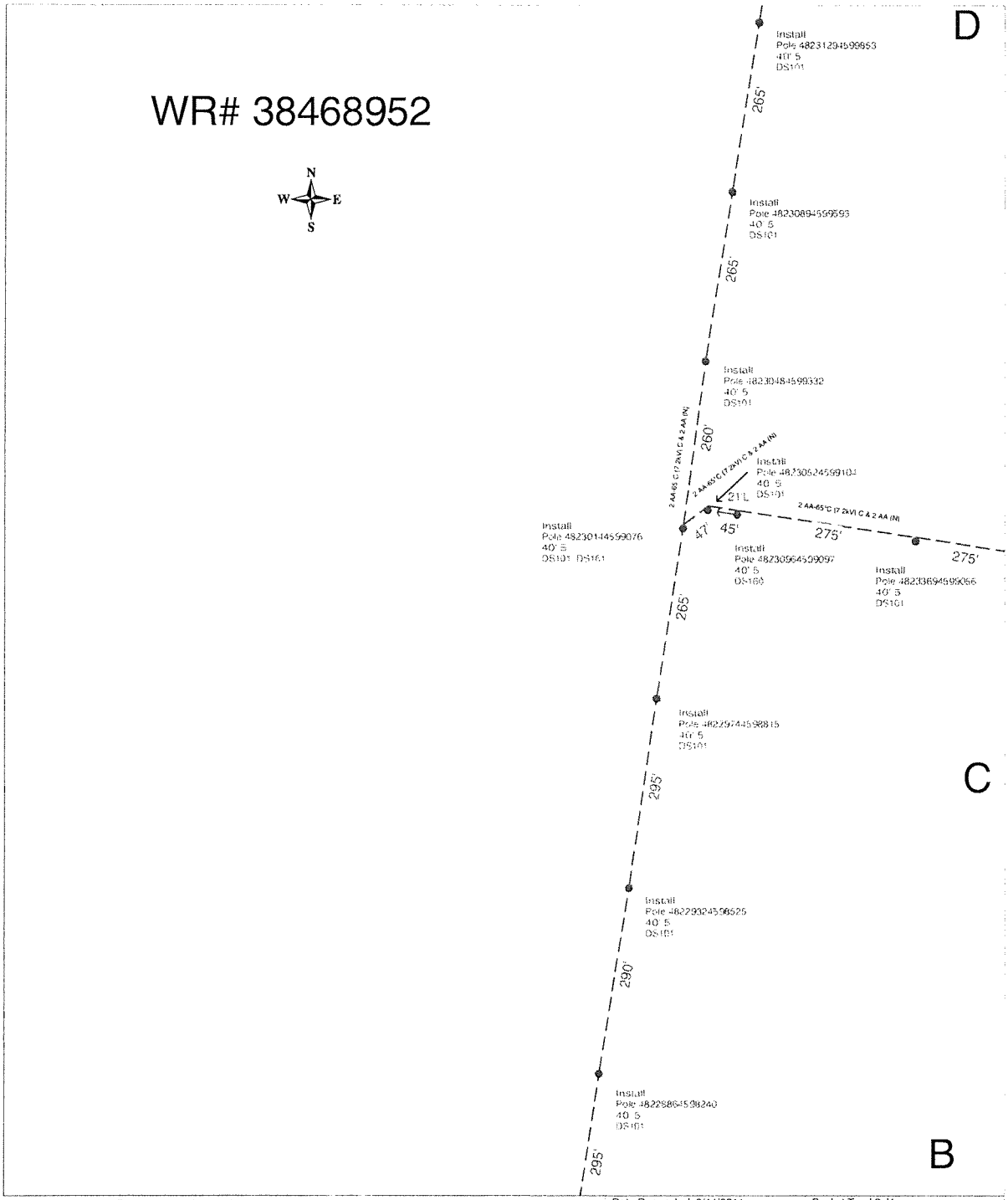
JU Proposal(s): EDN100039 | NOT CLEARED | NOT STAKED | Voltage: 7.2 | Map: EYHORN LANDFILL

R/W#: | Phases: 1 | Quad:

CUSTOMER CONTACT MADE BY: LEE JONES (956) 283-2441 | Date: 1/27/2011 | Print #: | Scale: 1" = 150'

Drawn By: NOE' V. BARRERA | Page: 2 of 5

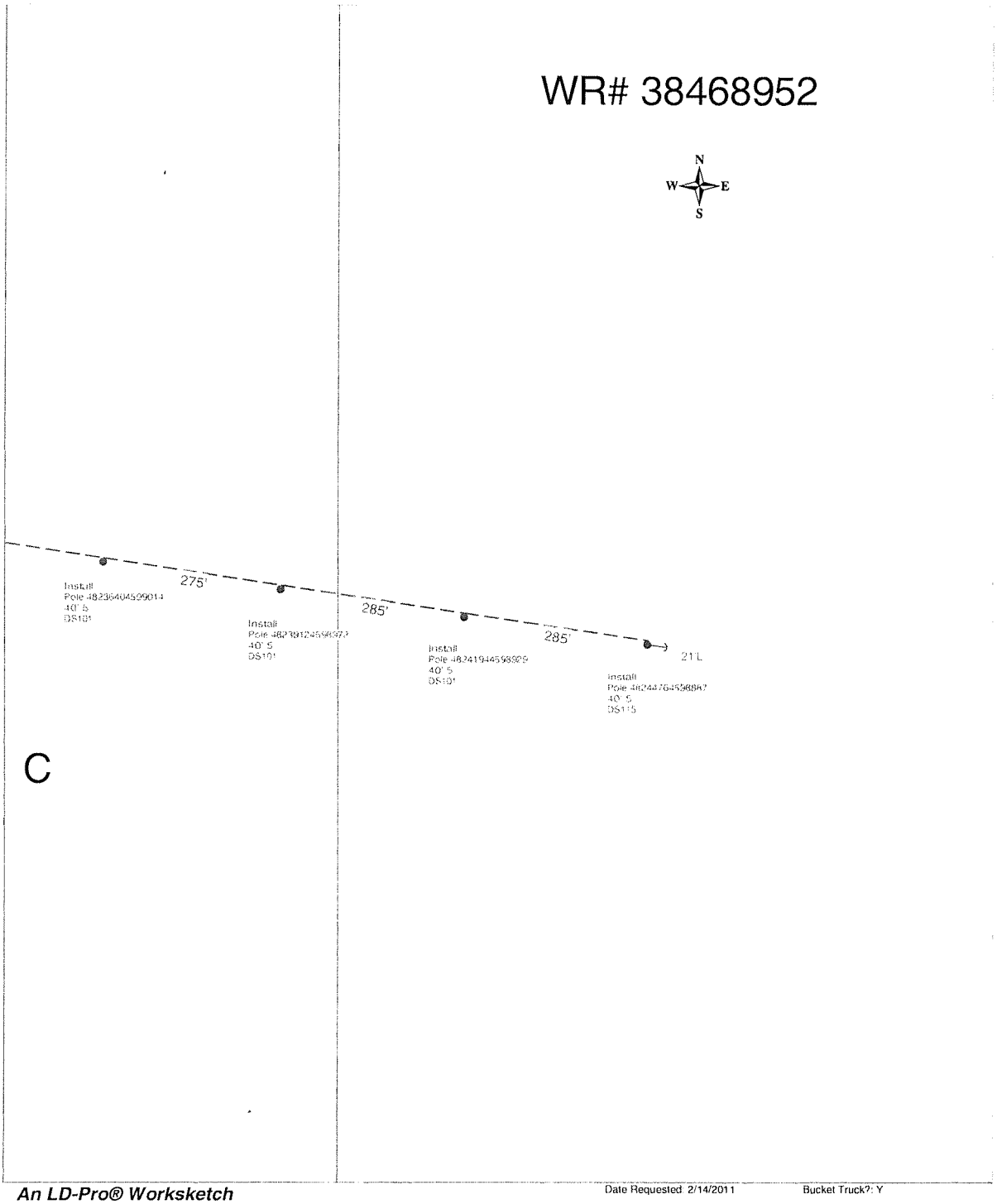
WR# 38468952



An LD-Pro® Worksketch

	Date Requested: 2/14/2011	Bucket Truck?: Y
	Date Required: 2/14/2011	Truck to Site?: Y
Job Name: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677		4 WD?: N
Location: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677		County: HIDALGO
Division: CP District: Mission	Crew HQ: Pharr Distrib Serv/Const 187 Station No : 1033	Circuit No : 3110
W/R#: 38468952 WO#: DCP0194931	Sta/Circuit Name: MOOREFIELD STATION	
JU Proposal(s): EDN100039 NOT CLEARED NOT STAKED	Voltage: 7.2	Map: EYHORN LANDFILL
R/W#:	Phases: 1	Quad:
CUSTOMER CONTACT MADE BY: LEE JONES (956) 283-2441	Date: 1/27/2011 Print #:	Scale: 1" = 150'
	Drawn By: NOE' V. BARRERA	Page: 3 of 5

WR# 38468952



An LD-Pro® Worksketch

Date Requested: 2/14/2011 | Bucket Truck?: Y

Date Required: 2/14/2011 | Truck to Site?: Y

Job Name: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | 4 WD?: N

Location: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | County: HIDALGO

Division: CP | District: Mission | Crew HQ: Pharr Distrib Serv/Const 187 | Station No : 1033 | Circuit No.: 3110

W/R#: 38468952 | WO#: DCP0194931 | Sta/Circuit Name: MOOREFIELD STATION

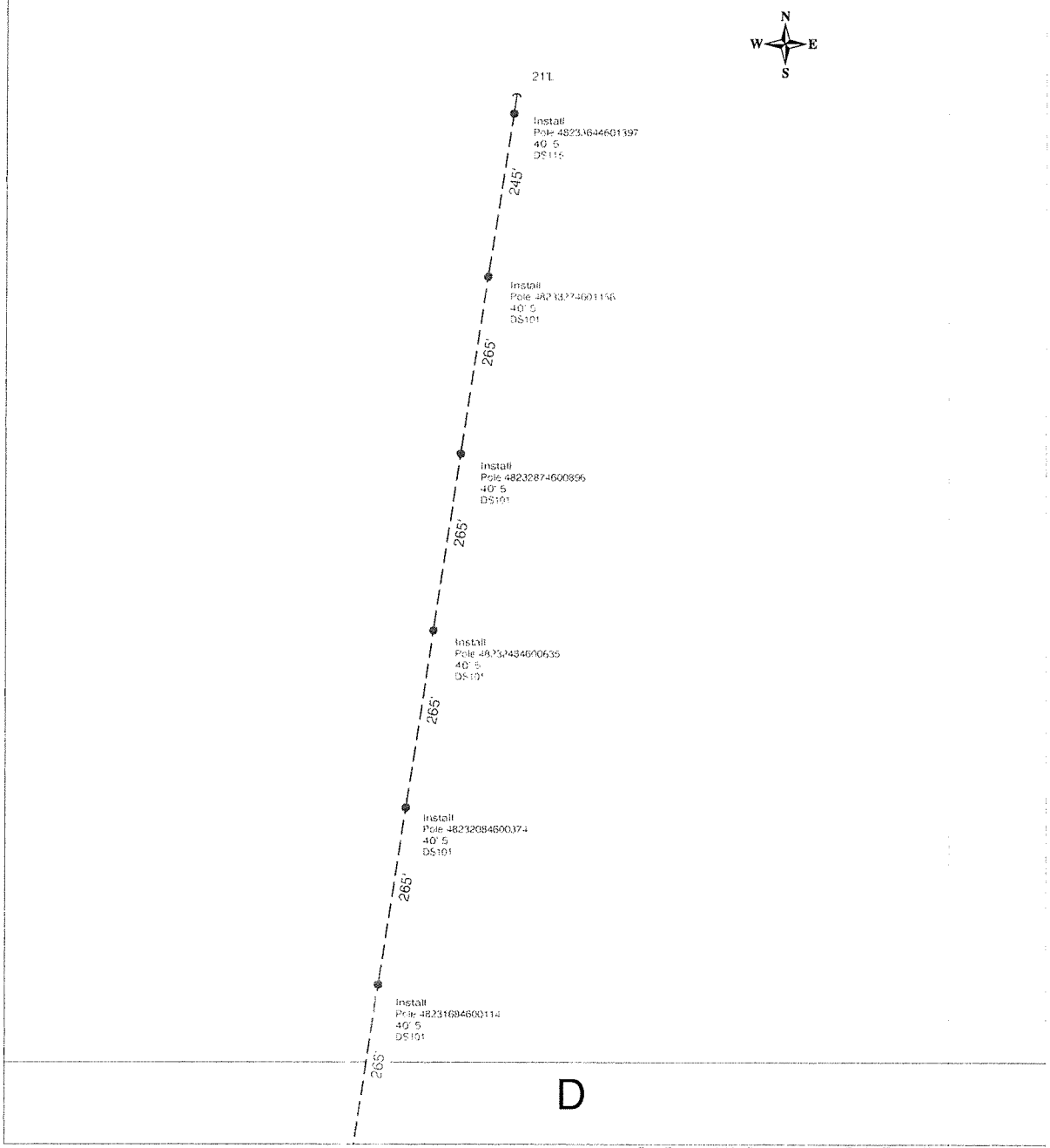
JU Proposal(s): EDN100039 | NOT CLEARED | NOT STAKED | Voltage: 7.2 | Map: EYHORN LANDFILL

R/W#: | Phases: 1 | Quad:

CUSTOMER CONTACT MADE BY: LEE JONES (956) 283-2441 | Date: 1/27/2011 | Print #: | Scale: 1" = 150'

Drawn By: NOE' V. BARRERA | Page: 4 of 5

WR# 38468952



An LD-Pro® Worksketch

Date Requested: 2/14/2011 | Bucket Truck?: Y

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Division: CP | District: Mission | Crew HQ: Pharr Distrib Serv/Const 187 | Station No.: 1033 | Circuit No.: 3110

W/R#: 38468952 | WO#: DCP0194931 | Sta/Circuit Name: MOOREFIELD STATION

JU Proposal(s): EDN100039 | NOT CLEARED | NOT STAKED | Voltage: 7.2 | Map: EYHORN LANDFILL

R/W#: | Phases: 1 | Quad:

CUSTOMER CONTACT MADE BY: LEE JONES (956) 283-2441 | Date: 1/27/2011 | Print #: | Scale: 1" = 150'

Drawn By: NOE' V BARRERA | Page: 5 of 5

Monica Badillo

From: jose <jose.pena@co.hidalgo.tx.us>
Sent: Friday, January 28, 2011 2:34 PM
To: Valde
Cc: Stephen L. Crain; Monica Badillo
Subject: FW: COST ESTIMATE, PRO-FORMA & JOB SKETCH FOR EYHORN LANDFILL SUBD.
Attachments: PRO-FORMA.pdf; 38468952.pdf

Valde,
Attached please find a revised AEP agreement, the only difference is the cost being lower.
Thanks,
Joe

From: hljones@aep.com [mailto:hljones@aep.com]
Sent: Friday, January 28, 2011 9:14 AM
To: jose.pena@co.hidalgo.tx.us
Subject: Fw: COST ESTIMATE, PRO-FORMA & JOB SKETCH FOR EYHORN LANDFILL SUBD.

Jose, attached is a copy of the job sketch and invoice for Eyhorn subdivision. Noe, corrected an oversight and the cost is a little lower than the previous invoice I sent on January 24. Please call if you have any questions.

Lee Jones, P.E.
Manager Community Affairs
AEP Texas
Office: 956-283-2441
Fax: 956-283-2444
Audinet: 8-739-2441
hljones@aep.com
www.aeptexas.com

----- Forwarded by Harry L Jones/AEPIN on 01/28/2011 08:53 AM -----

Noe V Barrera/AEPIN

01/28/2011 06:49 AM

To Harry L Jones/AEPIN@AEPIN
cc
Subject COST ESTIMATE, PRO-FORMA & JOB SKETCH FOR EYHORN LANDFILL SUBD.

Thanks,
Noé V. Barrera

Engineer Tech I
Pharr North Service Center
5700 N. Cage Blvd.
Pharr, TX. 78577
Phone: (956) 283-2418
Fax: (956) 283-2382
e-mail: nvbarrera@aep.com

PLEASE >> Please remit To:

>> **AEP - Texas**
Attn: Rosie Underwood
>> **5700 N. Cage**
Pharr, TX 78557-7921
>>

Bill To:
RETURN >> HIDALGO COUNTY PCT #3

WITH >>

PAYMENT >>

Company No: 211
Contract No: DWMS00000126215
Customer No:
Date: 2/22/2011
Amount Due: 41,835.59

Amount Remitted: _____

Contract No: DWMS00000126215
Date: 2/22/2011

PRO FORMA

Customer No:
Purchase Order: 38468952

Description	Quantity	UOM	Init Amt	Net Amount
DESIGNED BY ENGINEERING TECHNICIAN NOE' V. BARRERA ON WR# 38468952, AEP WILL BE UPGRADING, RELOCATING & EXTENDING A 1-PHASE PRIMARY LINE FOR HIDALGO COUNTY PCT.# 3; JOB IS LOCATED OF MILE 14 RD., AND IS APPROXIMATELY 1/2 MILE EAST FROM JARACHINAS RD.; FOR PAYMENT, CONTACT ROSIE UNDERWOOD AT (956) 283-2328.	1.0	EA	41,835.59	41,835.59

Amount Due: 41,835.59

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

HIDALGO COUNTY PCT #3
Service: MILE 14 RD
MISSION, TX

Contract #: DWMS00000126215 Work Request #: 38468952

Date: 2/22/2011

You, HIDALGO COUNTY PCT #3 (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:DESIGNED BY ENGINEERING TECHNICIAN NOE' V. BARRERA ON WR# 38468952, AEP WILL BE UPGRADING, RELOCATING & EXTENDING A 1-PHASE PRIMARY LINE FOR HIDALGO COUNTY PCT.# 3; JOB IS LOCATED OF MILE 14 RD., AND IS APPROXIMATELY 1/2 MILE EAST FROM JARACHINAS RD.; FOR PAYMENT, CONTACT ROSIE UNDERWOOD AT (956) 283-2328.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 41,835.59. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to PROVIDE AND INSTALL ALL MATERIALS AND MAKE ELECTRICAL TERMINATIONS, and the Customer agrees to provide AND MEET ALL COMPANY REQUIREMENTS BEFORE JOB IS RELEASED TO CONSTRUCTION and to be ready to take electric service on or before 02/22/2011.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 5/23/2011 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

IDAIGO COUNIY PCI #3
ervice: MIIE 14 RD
MISSION, IX

ontract #: DWMS00000126215 Work Request #: 38468952

ate: 2/22/2011

ou, HIDAIGO COUNIY PCI #3 (Customer) have requested AEP Texas Central Company (Company) to install/construct ertain electric distribution facilities (hereinafter referred to as "Facilities") as follows:DESIGNED BY NGINEERING TECHNICIAN NOE' V. BARRERA ON WR# 38468952, AEP WILL BE UPGRADING, RELOCAIING & EXTENDING A 1-PHASE RIMARY LINE FOR HIDAIGO COUNIY PCT.# 3; JOB IS LOCATED OF MILE 14 RD., AND IS APPROXIMATELY 1/2 MILE EAST FROM ARACHINAS RD.; FOR PAYMENT, CONTACT ROSIE UNDERWOOD AT (956) 283-2328.

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y signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	Charles R Brower
Signature:	_____	Signature:	
Title:	_____	Title:	Manager/Region Engineering
Date:	_____	Date:	3-8-11

AI-25686 **12.A.**

Submittal for reimbursement of grant award #DR-1780-002
CC REGULAR

Date:	03/15/2011
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Oscar Montoya
Department:	COUNTY JUDGE
Agenda Category:	Emergency Services Division

Information

CAPTION

Approval to submit for reimbursement of grant award (#DR-1780-002) from the State of Texas - Division of Emergency Management in the amount of $36,784.73 for Hazard Mitigation grant, with authority for County Judge to sign the required documentation.

BACKGROUND

The nature of this program is to comply with the Hidalgo County portion of the Cover the Border Hazard Mitigation Action Plan, adopted by Hidalgo County Commissioners Court on October 14, 2008. Refer to pages 18.15 and 18.16 of the Hidalgo County portion of the Cover the Border Hazard Mitigation Action Plan, "To promote the use of NOAA All-Hazards radios for early warning and post-event information", classified as a High Priority.

The GDEM approved project is to purchase NOAA All Hazards Radios and distribute them to facilities serving special populations via an emergency preparedness education program, to be administered by Hidalgo County Division of Emergency Services, as a means to allow these facilities to take appropriate action to protect lives and property.

Hidalgo County Commissioners Court approved to apply and submit the HMGP application on January 27, 2009.
Hidalgo County Commissioners Court approved to approved to accept the HMGP grand award on October 13, 2009.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1283-429-10-300-026-0-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

reimbursement is up to 75% of eligible costs

Attachments

Link: backup

Link: backup #2

Link: backup #3

Link: Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:33 PM	APRV
2	Roland Garcia	Rolando Garcia	03/10/2011 10:17 AM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: SANDRA DELEON

Started On: 03/09/2011 03:27 PM

Final Approval Date: 03/10/2011

RECEIVED
AUG 14 2009
COUNTY JUDGE

DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

RICK PERRY
Governor

JACK COLLEY
Chief

Mailing Address:
PO Box 4087
Austin, Texas 78773-0220

Contact Numbers:
512-424-2138 Duty Hours
512-424-2277 Non-Duty Hours
512-424-2444 Fax

Physical Address:
5805 N. Lamar Blvd
Austin, Texas 78752

August 7, 2009

The Honorable J. D. Salinas
Hidalgo County Judge
PO Box 1356
Edinburg, Texas 78539

RE: Approval for Hidalgo County, Texas Project DR-1780-002

Dear Judge Salinas:

Congratulations! Your project request for funding under the Hazard Mitigation Grant Program has been selected by the State of Texas and approved by the Federal Emergency Management Agency (FEMA). The Grant is for major disaster declaration FEMA-1780-DR. The project number is 1780-002. This number should be used as a reference on all documents and correspondence. Under the terms of your application and the below listed conditions, you are authorized to proceed with the initiative project identified in your application, as the distribution of NOAA All-Hazards Weather Radios to facilities serving special populations in your community. You will be reimbursed for up to 75% of eligible project costs, and your cost share match requirement is at least 25% of total project cost. The total estimated project cost is $50,000.00, and the federal share award for this grant is $37,500.00.

The action identified in this project application has been Categorically Excluded (CATEX) from the need to prepare an Environmental Impact Statement in accordance with 44 CFR 10.8 (d) (2) (vi).

The application period for FEMA-1780-DR-TX ended on July 23, 2009. The applicant period is important because scope of work changes cannot be made after the application period expires. No new activities or activities that have not been pre-identified, submitted, and FEMA approved can be considered after the application period expires.

This project must be completed within twelve months. This means your project must be completed by July 30, 2010 or sooner. If, due to extenuating circumstances, the project cannot be completed within this period, the sub-grantee must request an extension to the period of performance. This request must be in writing and received by the State 90 days prior to the project completion date of July 30, 2010.

You are required to submit a Quarterly Progress Report to this office no later than October 15th, January 15th, April 15th, and July 15th of each year until the project is completed. A report with two consecutive quarters indicating no progress may result in your project being forfeited. A copy of the report format is enclosed for your use and may be reproduced as required. (See Enclosure 1)

Requests for the reimbursement of expenses may be submitted quarterly during the grant performance period (See Enclosure 2). Payments will be made within 21-30 days after receipt of complete and accurate documentation. The reimbursements must be disbursed by the sub-grantee within 10 working days of receiving the funds. Failure to do so, per FEMA grants management regulations and the State Hazard Mitigation Team, will be considered poor grants management and could affect future grant applications.

The Certificate of Completion must then be completed and returned to this office, with all required documentation, as notification that the project has concluded and is ready for the final program and financial audits. A copy of the form is attached (See Enclosure 3). A chief elected official or his/her designated representative must sign this document. Final project payments will be made based upon both, the certificate of completion, and the final inspection and audit by our staff.

Any contract for service associated with this project, must be issued in accordance with local, State and Federal laws. Contract material and labor costs must be specific and considered reasonable, "cost plus" type contracts will not be acceptable. For any contract awarded, a copy of the contract will be forwarded to the State with the first quarterly report following award, along with a report from the Excluded Parties List System (www.epls.gov) showing that the chosen contractor is not currently excluded.

If you have reviewed over $500,000.00 total funding from any Federal programs during this Federal fiscal year, you will be required to provide DEM with a copy of your current annual audit, performed per OMB Circular No. A-133. Please contact our Disaster Program Auditor, at 512-424-2426 for further information on audit requirements. All HMGP grants are subject to Federal audit; therefore, all records must be maintained for 3 years from the date of project close out or, upon receipt of the final payment whichever is later.

If you have any questions or concerns please contact the Project Officer for your project, Benjamin A. Buchanan at 512-424-5478 or via email Benjamin.buchanan@txdps.state.tx.us.

Sincerely,

Jack[illegible]ley
Chief
JC[illegible]

Enclosures

CC: A. A. Tony Pena, Hidalgo County EMC
Brenda Garza, Hidalgo County Asst. EMC

Exhibit G

Texas Mitigation Grant Programs
Quarterly Report (Narrative) **Date:** July 30, 2009

Funding Source (FMA, HMGP, or PDM): HMGP

Quarter: 1st ☐ 2nd ☐ 3rd ☐ 4th ☐

Disaster Number (HMGP): **FEMA-1780-DR-TX** Project Number: 002
or
FEMA Grant Number (FMA /PDM): _____ PDM Project Number: _____

Sub-grantee Name: Coastal Guardians Outreach Point of Contact: A.A. Tony Pena

Project Description: NOAA All-Hazards Weather Radio POC's Phone Number: 956-318-2615

Amount Obligated: $37,500.00 Date Obligated: July 30, 2009

Period of Performance Completion Date: July 30, 2010 Project Start Date: July 30, 2009

Federal Funds Paid to Date : _____

Narrative Report: Please describe: 1) specific activities achieved during this quarter; 2) comparison of actual accomplishments to the planned objectives established in the application; 3) reasons for slippage if objectives are not being met; and 4) an analysis and explanation of possible cost overruns/under runs, scope changes or extensions. If acquisition, elevation or a relocation project, please include addresses of structures mitigated.

Problems/Delays Encountered and Reasons Why:

State Comments/Actions

Percent of work completed: _____

FOR ACQUISITION PROJECTS ONLY: **Record the number of structures:**

Acquired	Demolished	Still to be Purchased	Still to be Demolished

---

Change of Scope/Extension Date: _____

Do you anticipate:

	Yes	No
a) cost overrun/underrun next quarter?	☐	☐
b) a change in the Scope of Work?	☐	☐
c) an extension of performance period?	☐	☐

Project Close Date: _____ Final Cost of Project: _____

TEXAS DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY HAZARD MITIGATION PROJECT PAYMENT REQUEST

1. GRANTEE	2. PROJECT NUMBER ASSIGNED	3. SUB-GRANTEE (Name and complete address, including zip code)
TEXAS DEPARTMENT OF PUBLIC SAFETY	DR-1780-002	Hidalgo County, TX Offices 100 E. Cano, 2nd FL. Edinburg, TX 78539

4. EMPLOYER I.D. NO.	5. TOTAL APPROVED FEMA SHARE	6. FINAL REPORT	7. FEDERAL FISCAL YEAR	8. PERFORMANCE PERIOD	9. Period Covered This Report
74-600717	$37,500.00	[ ] YES [X] NO	2009	From: 7/30/2009 To: 7/30/2010	From: To:

STATUS OF REPORT

10. QUARTER → / DATE ENDING →	(a) Quarter 1 12/31/08	(b) Quarter 2 03/31/09	(c) Quarter 3 06/30/09	(d) Quarter 4 09/30/09	(e) TOTAL
a. Total Salaries	$0.00	$0.00	$0.00	$0.00	**$0.00**
b. Total Benefits	$0.00	$0.00	$0.00	$0.00	**$0.00**
c. Total Salaries & Benefits (a + b)	$0.00	$0.00	$0.00	$0.00	**$0.00**
d. Total Travel Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
e. Total Reproduction/Distribution Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
f. Total Other Itemized Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
g. Total Project Costs (c + d + e + f)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
h. Sub-Grantee Share of Project Cost @ 25%	$0.00	$0.00	$0.00	$0.00	**$0.00**
i. Federal Share of Project Cost @ 75%	$0.00	$0.00	$0.00	$0.00	**$0.00**

DETAILED EXPLANTION OF EXPENSE ITEMS REPORTED IN 10a THROUGH 10f

11. REMARKS: Attach itemized list of project expenses (examples shown below, use additional pages if needed) **CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE**

12. ***CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete. That all project work was contracted through a competitive bid process and verification of all bids may be required for successful application and completion of the project.***

TYPE OR PRINT NAME AND TITLE	SIGNATURE OF AUTHORIZED REPRESENTATIVE	TELEPHONE NO. (include area code & extension)	DATE SIGNED

Procedure for Completing Quarterly Hazard Mitigation Payment Request Worksheet

This form is being implemented to track expenses specific to project costs approved by FEMA and related to Hazard Mitigation by the Texas Department of Public Safety (TXDPS), Division of Emergency Management (DEM), Hazard Mitigation Section (HMIT).

The following is a summary of the guidelines required for the successful completion of this form. This form is in Microsoft Excel format and the numerical fields will calculate values. Please remember to make a copy for your records and send via email to your assigned project officer here at DEM.

This form will be completed on a quarterly basis and submitted to (TXDPS) (DEM) (HMIT) **NO LATER THAN 30 DAYS FROM THE END OF THE QUARTER.**
ALL PROJECT COSTS ARE SUBJECT TO AUDIT AND MUST BE VERIFIED OR VERIFIABLE BY TXDPS OR THOSE PROJECT COSTS MAY BE DENIED.

Instructions

While filling out this Worksheet, the following is a step by step instruction checklist on reporting the information necessary to receive payment:

- ☐ #1 – Grantee is the Texas Department of Public Safety and will remain the same and not change under this program – **DO NOT CHANGE.**
- ☐ #2 – Project Number is the Number assigned to the Project by Texas Department of Public Safety (TXDPS) Division of Emergency Management (DEM)
- ☐ #3 – Sub-Grantee is the applicant Jurisdiction/Agency. An authorized contact name, and complete address, including zip code is required.
- ☐ #4 – Employer Identification Number (EID) is the assigned Federal Tax Number for the Entity, Jurisdiction or Agency.
- ☐ #5 – Total approved FEMA share is the approved amount provided by FEMA that equals to 75% share paid for the project. This figure will be provided to you prior to commencement of project work
- ☐ #6 – Final Report indicates whether this is a final report or an interim report. Place an "X" in the appropriate box.
- ☐ #7 – Indicates the Federal Fiscal Year which ends on September 30th.
- ☐ #8 – Indicates the Performance Period. This is the period of time allocated for project completion. Fill in the period when work was preformed until work is completed.
- ☐ #9 – Indicates the Period Covered by this Report or the Quarter being reported.
- ☐ #10 – Indicates the segregated costs considered in this Project Analysis and Payment Request.
  - ☐ #10 a – Is the Total **BASE** salaries per employee with full employee name & supervisors name **NO OVERTIME OR FRINGE BENEFITS SHOULD BE INCLUDED.**
  - ☐ #10 b – Fill in the Benefits Costs incurred during the quarter. These include all fringe rates paid by employer: health insurance, overtime, vacation time, 401k, etc.
  - ☐ #10 c – Is a calculated field based on #10 a & b and includes Total Salaries and Benefits Costs.
  - ☐ #10 d – Is Total Travel Costs. For example: for mileage: miles x $0.345 per mile = $0.00; or for airfare for staff: copies of tickets, rental vehicles: receipts, etc.
  - ☐ #10 e – Is the Total Reproduction and Distribution Costs (printing related). For example, public notices in newspapers, training materials for public and staff, etc.
    PLEASE NOTE THAT THE ABOVE COSTS MUST BE ITEMIZED AND VERIFIED.
  - ☐ #10 f – Is the Total of all Itemized Costs not covered in 10a through 10e. **These Costs must be itemized and reported in detail in space provided in Section 11.**
  - ☐ #10 g – Is the Total of all Project Costs: (10 c + d + e + f) this is a calculated field and includes the sub-total of all Salaries and Benefits.
  - ☐ #10 h – Is a calculated field based on 25% of #10 g and includes the Sub-Grantee Share of the project cost based on the approved amount in Section 5 of form.
  - ☐ #10 i – Is a calculated field based on 75% of #10 g and includes the Federal Share of the project cost based on the approved amount found in Section 5 of form.
- ☐ #11 – Fill in any and all remarks pertinent to the Project Costs. This space is intended for explanation of any Project Costs as well as inclusion of supporting documentation. Examples are shown below, use additional pages if needed. Additional, third party documentation may be referenced and sent seperately (See #12)
- ☐ #12 – Fill in the Certification.
  - ☐ #12 a - **Read the Certification Statement. By signing your name, you attest to these facts as presented and these are subject to all Federal & State laws.**
  - ☐ #12 b - Type or Print your Name and Title.
  - ☐ #12 c - Sign – Must be a Signature of an Authorized Representative (See Section #3 of these instructions) .
  - ☐ #12 d - Fill in Telephone Number including area code and extension if necessary of the Authorized Representative.
  - ☐ #12 e - Fill in the Date Signed. **MUST NOT EXCEED 30 DAYS OF THE END OF THE QUARTER AND MUST BE SUBMITTED WITHIN THOSE 30 DAYS.**

☐ **Please Note: All participants are encouraged to fill out this sheet in excel and email to their TXDPS contact. A copy of this request should also be kept for your records and for TXDPS Hazard Mitigation Auditors. Questions regarding this form may be directed to Mildred Reno, at 512.424.2428.**

MITIGATION GRANT

CERTIFICATE OF COMPLETION

SUBGRANTEE: Hidalgo County, TX

HMGP NUMBER DR-1780-002

FINAL PROJECT COST _____

FEMA SHARE AUTHORIZED _____

FEMA SHARE SPENT _____

DATE PROJECT COMPLETED _____

SUBGRANTEE ID NUMBER 74-600717

CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL WORK AND COSTS CLAIMED ARE ELIGIBLE IN ACCORDANCE WITH THE GRANT CONDITIONS, ALL WORK CLAIMED HAS BEEN COMPLETED, AND ALL COSTS CLAIMED HAVE BEEN PAID IN FULL.

SIGNED:

_____

APPLICANT'S AUTHORIZED REPRESENTATIVE

TITLE:

_____

DATE:

_____

TEXAS DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY HAZARD MITIGATION PROJECT PAYMENT REQUEST

1. GRANTEE	2. PROJECT NUMBER ASSIGNED	3. SUB-GRANTEE (Name and complete address, including zip code)
TEXAS DEPARTMENT OF PUBLIC SAFETY	DR-1780-002	Hidalgo County, TX Offices 100 E. Cano, 2nd FL. Edinburg, TX 78539

4. EMPLOYER I.D. NO.	5. TOTAL APPROVED FEMA SHARE	6. FINAL REPORT	7. FEDERAL FISCAL YEAR	8. PERFORMANCE PERIOD	9. Period Covered This Report
74-600717	$37,500.00	[ ] YES [X] NO	2009	From: 7/30/2009 To: 7/30/2011	From 1/1/2010 To: 6/30/2010

STATUS OF REPORT

10. QUARTER → / DATE ENDING →	(a) Quarter 1 12/31/10	(b) Quarter 2 03/31/11	(c) Quarter 3 06/30/11	(d) Quarter 4 09/30/11	(e) TOTAL
a. Total Salaries	$0.00	$0.00	$0.00	$0.00	**$0.00**
b. Total Benefits	$0.00	$0.00	$0.00	$0.00	**$0.00**
c. Total Salaries & Benefits (a + b)	$0.00	$0.00	$0.00	$0.00	**$0.00**
d. Total Travel Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
e. Total Reproduction/Distribution Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
f. Total Other Itemized Costs	$49,046.31	$0.00	$0.00	$0.00	**$49,046.31**
g. Total Project Costs (c + d + e + f)	**$49,046.31**	**$0.00**	**$0.00**	**$0.00**	**$49,046.31**
h. Sub-Grantee Share of Project Cost @ 25%	$12,261.58	$0.00	$0.00	$0.00	**$12,261.58**
i. Federal Share of Project Cost @ 75%	$36,784.73	$0.00	$0.00	$0.00	**$36,784.73**

DETAILED EXPLANTION OF EXPENSE ITEMS REPORTED IN 10a THROUGH 10f

11. REMARKS: Attach itemized list of project expenses (examples shown below, use additional pages if needed) **CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE**

1). EMERGENCY DYNAMO CRANK RADIOS — 1,500 @ $30.77 = $46,155.00
2) BAGS/PADS/PENS/SUPPLIES — $ 2,891.31

TOTAL $49,046.31

12. ***CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete. That all project work was contracted through a competitive bid process and verification of all bids may be required for successful application and completion of the project.***

TYPE OR PRINT NAME AND TITLE	SIGNATURE OF AUTHORIZED REPRESENTATIVE	TELEPHONE NO. (include area code & extension)	DATE SIGNED

ITEM 2. TEXAS ASSURANCES

Attached.

ITEM 4. SYNOPSIS

Upon completion of the emergency preparedness training offered by Hidalgo County Emergency Management, distribution of NOAA All Hazards Radios to critical facilities and facilities serving special populations will serve as a certificate of completion. These facilities and the residents that these facilities serve will have preparedness knowledge and a means of early warning, enabling these facilities and their clients to prepare and take appropriate actions to protect life and property.

ITEM 5. NARRATIVE

1. The proposed mitigation action is to promote the use of NOAA "All-Hazards" radios for early warning and post-event information to critical facilities and facilities serving special populations. Lack of early warning of dangerous conditions does not allow time for individuals to take appropriate action to protect life and property.

   NOAA Weather Radio is a nationwide network of radio stations that broadcast weather information from the National Weather Service, 24 hours a day 7 days a week. This information includes warnings and post-event information for all man-made and natural hazards. NOAA Weather Radios, in conjunction with the Federal Communication System's Alert System, act as a single source for the most comprehensive weather and emergency information available to the public. The warnings and alerts provided by NOAA Weather Radios allow people to take preventative measures before dangerous weather or other hazardous conditions affect their area.

   Technology allows users to pre-select the National Weather Service alerts by location. These radios may be utilized by the hearing an visually impaired via specially designed, attention-getting devices such as strobe lights, personal computers, text printers and vibrators.

   These radios are essential to allow time for appropriate action to protect life and property, and this project is listed as a High Priority in the Hidalgo County portion of the "Cover the Border Hazard Mitigation Action Plan 2007-2012".

2. The project will apply to all of Hidalgo County. The public will be notified of the project via press conference, all news media, Hidalgo County website, health/information fairs and Public Service Announcements.

   The radios will be available to any facility that serves a special population group, and does not currently have a means of NOAA notification. Such facilities may include, but are not limited to: Child day cares, adult day cares, nursing homes, home health facilities, doctor offices, hospitals, housing authorities, community service/assistance agencies, churches, school districts, child and adult physical rehabilitation facilities, mental health care facilities and local governments. In the event that all interested special populations facilities have been serviced by the program, leading to a surplus of radios, the program will open up to the general public until distribution of all NOAA radios is complete. A list of trainees/recipients will be provided to Grantor upon completion of the program.

   Once an eligible facility contacts the Hidalgo County Judge's Office, Division of Emergency Management to request a radio, they will receive a schedule (see Proposed Work Schedule) of the Emergency Preparedness workshops, and may register at that time or at a later time, via phone or email.

   In order for a facility to receive a NOAA All-Hazards Radio, their owner/director/administrator and all applicable employees must complete an Emergency Preparedness workshop, to be administered by the Hidalgo County Department of Emergency Management staff. The course will last between 1 and 2 hours, depending on the number of participants.

3. There is no action alternative for this program. There is no other source of funding to purchase and distribute NOAA All-Hazards Radios to facilities that serve special populations. An alternative means for notification to the constituents of Hidalgo County is the current method, via news media (television, radio, newspaper); but, may not be as effective in reaching the constituents during an actual event due to lack of electricity, flooding, etc. Hidalgo County does activate an Emergency Information Hotline during emergency events, and constituents are encouraged to call in with any questions or concerns regarding the emergency event. The phone number is advertised via the local news media.

ITEM 6. PROJECT COST BREAKDOWN

Total project cost: $50,000.00

NOAA All-Hazards Radios approximate cost: $30.00 each
Total number of radios to be purchased: Approximately 1,500 NOAA radios @ $30.00 for an approximate total of $45,000.

Batteries for each radio: 4,500 AA batteries (3 per radio), 1 pack of 36 batteries costs approximately $14.00.
For 1,500 Radios, need 125 packs of 36 batteries for an approximate total of $1,750.00

Print materials for class training (booklets, worksheets, handouts, etc.), certificates of completion of course, for an approximate total of $1,250.00

Press conference, media buys, advertising of program and promotional items, for an approximate total of $2,000.00

Due to the large dollar amount of the purchase, Hidalgo County must adhere to procurement procedures established by the Texas Local Government Code and Hidalgo County Commissioners Court. Hidalgo County Purchasing Department will advertise a Request for Bids (RFB) for the Radios and Batteries and will purchase from the lowest bidder.

Hidalgo County, upon the direction of Commissioners Court, may purchase the Radios and Batteries via a State Purchasing Cooperative, in lieu of the RFB.

ITEM 7. PROPOSED WORK SCHEDULE

1. Notification of award from Grantor.

2. Acceptance of grant award by Hidalgo County Commissioners Court, approximately 2 weeks after notification.

3. Emergency Management to compose/print class materials, handouts, certificates, etc. while County is facilitating the bid process, approximately 4 weeks.

4. Hidalgo County Purchasing Department to advertise RFB for 3 weeks in local newspaper, within 8 weeks of award.

5. Bid opening, grade and score the submitted bids, approximately 2 weeks.

6. Vote by Commissioners Court to select the vendor, approximately 2 weeks.

7. Purchase of the radios and batteries, approximately 4 weeks.

8. Press Conference/Kickoff Event to be held within 8 weeks of purchase.

9. All Emergency Preparedness Workshops will be scheduled for the 2nd Monday of each month in the 2-year grant period, beginning approximately 6 months after award. Workshops may cease prior to 2 years, if all radios have been distributed.

ITEM 10. ENVIRONMENTAL AND HISTORICAL INFORMATION

This project will have a positive environmental impact on Hidalgo County. The education portion of the program will give residents the knowledge and skills to prepare. The radios will allow for early warning and situational awareness, which will give residents time to take proper actions to protect life and property.

If a resident has time to prepare their home and property for an approaching storm or emergency, debris after the storm would be minimized.

ITEM 13. BCA COST-EFFECTIVENESS STUDY WITH DEM COVERSHEET

Not applicable.

ITEM 14. FIRM WITH PROJECT PLOTTED

Not applicable.

ITEM 15. PHOTOGRAPHS OF PROJECT SITE

Not applicable.

ITEM 16. FEMA ENGINEERING CHECKLIST

Not applicable.

ITEM 17. ACQUISITION & ELEVATION

Not applicable.

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1283 DESIGNATED PURPOSE GRANTS LVL 3							
0-1283-429-10-300-026-0-550	HAZARD MITIGATION-PRINTING & BINDING	953.69	.00	.00	.00	953.69	.00
0-1283-429-10-300-026-0-603	HAZARD MITIGATION-EDUCATION/INSTRUCTION	2,891.31	.00	2,891.31	2,891.31	.00	100.00
0-1283-429-10-300-026-0-619	HAZARD MITIGATION-OTHER MISC SUPPLIES	46,155.00	.00	46,155.00	46,155.00	.00	100.00
1283 DESIGNATED PURPOSE GRANTS LVL 3		**50,000.00**	**.00**	**49,046.31**	**49,046.31**	**953.69**	**98.09**
0 YEAR 0		**50,000.00**	**.00**	**49,046.31**	**49,046.31**	**953.69**	**98.09**

AI-25691 **13.A.**

GPS UNITS

CC REGULAR

Date: 03/15/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

County Wide:
Authorization to purchase GPS units through the County's membership/participation with CONTRACT: DIR-SDD-597 (REQ # 191159) with awarded vendor AT&T MOBILITY for the following:

Qty:	Deptartment:	Plan Description:
18	County Wide	Pooled Telemetry Connection Plan - 1MB @ $8.99 X 18 units = 161.82 X 12 months = $1,941.84

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-002-0-532
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

IT COUNTYWIDE-WIRELESS DEVICES
$2,000.00 WILL BE MADE AVAILABLE PENDING APPROVAL OF INTRADEPARTMENTAL TRANSFER. REF: AI 25671 CC 03/15/11

Attachments

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:39 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/10/2011 02:04 PM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/09/2011 03:45 PM

Final Approval Date: 03/10/2011

Requisition

Req # 00191159

PO #

Date: 03/03/11

Bill To: x
x

Vendor : 366501
AT&T MOBILITY
PO BOX 6463
CAROL STREAM IL 60197-6463

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-597**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-597 EXPIRES 9/28/2011		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	POOLED TELEMETRY CONNECT PLAN -1MB 12/28/2010 THRU 12/31/2011	161.82	1,941.84
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-532	1,941.84	
			Freight	.00
			Total	1,941.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

The new at&t

Pooled Telemetry Connect Plans (Options)

Description	Price	DIR Discount	DIR Price Per Month	Data	Overage Rate	Tethering Allowed
Pooled Telemetry Connect Plan - 1MB	$8.99	26%	$6.65	1 MB	$0.02/KB	No
Pooled Telemetry Connect Plan - 2MB	$11.99	26%	$8.87	2 MB	$0.01/KB	No
Pooled Telemetry Connect Plan - 3MB	$13.99	26%	$10.35	3 MB	$0.01/KB	No
Pooled Telemetry Connect Plan - 4MB	$15.99	26%	$11.83	4 MB	$0.01/KB	No
Pooled Telemetry Connect Plan - 5MB	$17.99	26%	$13.31	5 MB	$0.01/KB	No

Recommended Pooled Telemetry Connect Plan – 1MB

18 Units

$6.65 per month/each (DIR price)

Total: $119.70 per month

Partner with the leader in wireless.

Experience wireless with a superior network, global reach and end-to-end solutions.

The power of Wireless WAN (WWAN) connectivity.

Now you have the flexibility to wirelessly enable your enterprise data network in locations where traditional wire line connections are not available or feasible in fixed or mobile environments. And, for backup connectivity, you can enjoy the added confidence of knowing that you have true diversity via AT&T's wireless data network.

AT&T's network has you covered.

AT&T has the largest national high-speed wireless data network, enabling WWAN connectivity in over 17,000 cities and towns and along over 40,000 miles of U.S. highways. And, AT&T is supercharging its network to deliver broadband speeds to better support the needs of your applications.

Flexible network-to-network connections and security options.

AT&T offers enterprise customers a number of options for extending host connectivity to mobile users or devices via Frame Relay or Network Initiated VPN.

The right wireless data plan for you.

Select from a range of data service plans to fit the needs of your WWAN application, including:

- Telemetry—low-usage pricing options for lower-bandwidth applications.
- Capped—pricing option that provides low costs in low-usage months, predictable and competitive high-end cost protection in higher-usage months.
- Backup/Primary—higher-usage pricing options with low overage.

AT&T can deploy an enterprise-class WWAN solution for your network quickly—wirelessly enabling your enterprise data network for primary or backup connectivity via the largest high-speed data network in the nation.

Please contact Joey Gutierrez– 512-658-5602 – jg9402@att.com

AI-25663 **14.A.**

Approval of Payment Southfork Drain Project - Rio Fresh

CC REGULAR

Date:	03/15/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel # 19, 20, 24 & 25 Southfork Drain Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-040-0-711

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds as of 3/10/11.

Attachments

Link: southfork

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 01:06 PM	APRV
2	Olga Garza	Olga Garza	03/10/2011 12:47 PM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/09/2011 12:37 PM	
Final Approval Date: 03/10/2011				

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

To: **Commissioners' Court**

From: **Bobby Villarreal**
Right of Way Agent

Date: **June 29, 2010**

Subject: **Southfork Drain Project**
Parcels # 19,20,24,25

==========

Appraised Value	**$ 33,396.00**
Settlement Demand	**$ 35,994.00**
Difference	**($ 2,598.00) *** **

***See attached letter**

Commissioners' Court Executive Session June 29, 2010.

7/6/10 **Approved**

_____ **Not Approved**

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

SUMMARY OF RIO FRESH & ROBERTA JACKSON, ET AL OFFERS							
parcel	acreage	Appraisal per acre	improvements	Offer	counter/ acre	Counteroffers	difference
19	0.396	18,500	1,354	8,680	20,000	9,274	594
20	0.002	18,500		37	20,000	40	3
25	0.760	18,500		14,060	20,000	15,200	1,140
24	0.574	18,500		10,619	20,000	11,480	861
TTL				**33,396**		**35,994**	**2,598**

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

CM 7003 2260 0001 7218 1019

March 25, 2010

Rio Fresh
P.O. 1619
San Juan, Texas 78589-1619

RE: Southfork Drain Project
Parcel: 19

To whom it may concern,

Commissioners' Court of Hidalgo County in cooperation with the Board of Directors of Hidalgo County Drainage District No. 1 have authorized me to make an offer for the property to be acquired under the above captioned parcel for drainage right of way purposes in connection with the Southfork Drain project.

Based on an Appraisal by Mr. Leonel Garza, III with Leonel Garza, Jr., & Associates LLC, a State Certified General Real Estate Appraiser, the Board of Directors of Hidalgo County Drainage District No. 1 have authorized me to make an offer of **$8,680.00** for a taking of your property. The offer represents total compensation for land and improvements. We are prepared to negotiate with you to acquire this parcel of land at its full-appraised value.

BREAKDOWN

Land		
0.3960 Acres @ $ 18,500.00 per acre		$ 7,326.00
Improvements		
7' If Game Fencing (7' lineal Feet @$14.00/lf)		$ 98.00
(2) 14' Chain Link Gates with 3 Strainds of BW		$ 500.00
72' lf of Chain Link Fencing with 3 Strainds of BW (72' @ $10.50/per lf)		$ 756.00
Total Improvements	$ 1,354.00	
Total Estimated Value		$ 8,680.00
Total Offer		**$ 8,680.00**

We would appreciate if you took the time to review the package of information sent. If this offer is not accepted or feel that you may need additional time to consider the offer, please contact our office, otherwise, within ten working days from the date receipt of this letter, condemnation proceedings will be instituted for the acquisition of the right of way. Thereafter, the County Court at Law will appoint three disinterested freeholders to serve as Special Commissioners', a date will be set for the hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the court. The Drainage District may then deposit the amount of the award with the County Clerk of the County of Hidalgo at which time the District may take possession of the property involved. If either you or the District is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law, and the case subsequently may be tried before the County Court at Law as in other civil cases.

Respectfully,

Bobby Villarreal, Right of Way Agent
Hidalgo County Right of Way Department

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

CM 7003 2260 0001 7218 1033

Jose N. Peña
Director

March 25, 2010

Rio Fresh
P.O. 1619
San Juan, Texas 78589-1619

RE: Southfork Drain Project
Parcel: 20

To whom it may concern,

Commissioners' Court of Hidalgo County in cooperation with the Board of Directors of Hidalgo County Drainage District No. 1 have authorized me to make an offer for the property to be acquired under the above captioned parcel for drainage right of way purposes in connection with the Southfork Drain project.

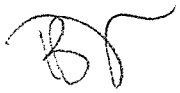
Based on an Appraisal by Mr. Leonel Garza, III with Leonel Garza, Jr., & Associates LLC, a State Certified General Real Estate Appraiser, the Board of Directors of Hidalgo County Drainage District No. 1 have authorized me to make an offer of **$37.00** for a taking of your property. The offer represents total compensation for land and improvements. We are prepared to negotiate with you to acquire this parcel of land at its full-appraised value.

BREAKDOWN

Land		
0.0020 Acres @ $ 18,500.00 per acre		$ 37.00
Improvements		
None		
Total Improvements	$ 0.00	
Total Estimated Value		$ 37.00
Total Offer		**$ 37.00**

We would appreciate if you took the time to review the package of information sent. If this offer is not accepted or feel that you may need additional time to consider the offer, please contact our office, otherwise, within ten working days from the date receipt of this letter, condemnation proceedings will be instituted for the acquisition of the right of way. Thereafter, the County Court at Law will appoint three disinterested freeholders to serve as Special Commissioners', a date will be set for the hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the court. The Drainage District may then deposit the amount of the award with the County Clerk of the County of Hidalgo at which time the District may take possession of the property involved. If either you or the District is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law, and the case subsequently may be tried before the County Court at Law as in other civil cases.

Respectfully,



Bobby Villarreal, ROW Agent
Hidalgo County Right of Way Department

jose

From: roberto [roberto.villarreal@co.hidalgo.tx.us]
Sent: Monday, June 28, 2010 4:09 PM
To: 'jose'
Subject: FW: Southfork Drain Project

Our offer is at $18.5/acre and they countered with $25, which the court rejected. Now they say $20/acre. See message below

From: CMOR323@aol.com [mailto:CMOR323@aol.com]
Sent: Monday, June 28, 2010 2:06 PM
To: roberto.villarreal@co.hidalgo.tx.us
Subject: Re: Southfork Drain Project

Bobby:
We would agree to $20,000 an acre but anything less than that, we would want to go to the three person panel.
Christine Morley

In a message dated 6/23/2010 1:48:26 P.M. Central Daylight Time, roberto.villarreal@co.hidalgo.tx.us writes:

> Ms. Morley:
> I needed some direction on whether you wanted accept the final offer or go to condemnation. Please advise me of your wishes.
>
> Bobby Villarreal
> Hidalgo Co. ROW Dept
> 283-8134

From: CMOR323@aol.com [mailto:CMOR323@aol.com]
Sent: Thursday, April 22, 2010 3:25 PM
To: roberto.villarreal@co.hidalgo.tx.us
Subject: Re: Southfork Drain Project

Bobby-
We sold some property in 2008 that is located further away from the Pharr Bridge than the property the Drainage District wants to acquire for the price of $23000.00 per gross acre. Based on that sale, we feel the market value of our property that the Drainage District has offered $18,500.00 per acre should be $25,000.00 per acre. Let me know if I need to put this in the form of a letter and mail it.
Christine Morley
For Roberta Jackson, et al, and Rio Fresh, Inc.

In a message dated 4/14/2010 9:58:04 A.M. Central Daylight Time, roberto.villarreal@co.hidalgo.tx.us writes:

> Ms. Morley:
> Per conversation I had with our department head Joe Pena. He indicated that due to a potential rail project in the future, the Drainage District is not willing at this point to consider a swap for this land. Although, if the project fails to materialize, then they would reconsider and give first option to you in regards to this land.
>
> Please prepare a counter offer, so that we may proceed with the drainage improvements on this project.

Thank you.
Bobby Villarreal
Hidalgo County ROW Dept
283-8134

From: CMOR323@aol.com [mailto:CMOR323@aol.com]
Sent: Wednesday, April 07, 2010 2:52 PM
To: roberto.villarreal@co.hidalgo.tx.us
Subject: Southfork Drain Project

Hi Bobby-
We would prefer to swap Parcels 19, 20 and 25 of the Southfork Drain Project for the following described parcel that we believe belongs to Hidalgo County Drainage District No. 1.
Description: 1.91 acres, being a strip of land 100 feet wide over and across Lot 3, Block 7, Alamo Land
and Sugar Company Subdivision of a part of the Los Torritos Grant and being the same 1.91
acres conveyed to the S.B. & R.G.V. Ry. Co., by A.G. Brandt by deed dated March 30, 1925,
recorded in Volume 191, pages 415-16 of the deed records of said county.
If you cannot provide a clear title to the above property or the Drainage District does not want to swap, please let me know as soon as possible and we will prepare a monetary counter offer on Parcels 19, 20 and 25.
Christine Morley for
Rio Fresh, Inc. and
Roberta S. Jackson, et al

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located along the north line of Highland Road, east of San Juan Road, Hidalgo County Texas.	District ROW CSJ:	Pharr N/A
Property Owner:	Rio Fresh, Inc.	Parcel:	19
Address of Property Owner:	P.O. 1619 San Juan, Texas 78589-1619	Federal Project No:	N/A

Occupant's Name: Vacant
Whole: ☐ Partial: ☑ Acquisition
Highway: Southfork Drainage Project
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

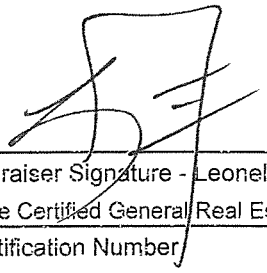
Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $8,680.00 as of September 24, 2009, based upon my independent appraisal and the exercise of my professional judgment; on September 24, 2009, (date)(s), I personally inspected in the field the property herein appraised; I afforded Rio Fresh, Inc, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15, 2009 and September 21, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature - Leonel Garza III
State Certified General Real Estate Appraiser - TX 1328375-General
Certification Number
March 10, 2010
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion and improvement of an existing drainage canal with the project limits: Being an area of land located between "I" Road and Stewart Road, from north of Military Highway 281 to north of Anaya Road, in Hidalgo County, Texas.

The intended use of the report is to assist Bobby Villarreal, Hidalgo County Right of Way and and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be participating in the project. Bobby Villarreal is the right-of-way agent of which has a local office located at 2401 N Moorefield Road, Mission, Texas. Bobby Villarreal, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Villareal can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated August 26, 2009, on behalf of Hidalgo County Precinct No. 2, Bobby Villarreal, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 130 E. Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right-of-way.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 2, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility To Subject Property

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the frontage of Highland Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 3.00 acre tract of land. Any existing road right-of-way or easements indicated by the survey provided shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated May 22, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 23.52 acres to 154.88 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the whole.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.396 acres (17,250 square feet). The proposed acquisition has approximately 106.66 lineal feet of frontage along the north side of Highland Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along Highland Road. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired (Net)	**0.3960 Acres**
	17,250 S.F.

Legal Description of the Part To Be Acquired
A 1.155 acre tract of land, of which 0.759 acres lies in existing HCID No. 2 Drain Ditch easement leaving a net acquisition of 0.396 acres, all out of Lot 62, San Juan Plantation Subdivision, Hidalgo County, Texas, Volume 3, Page 52, M.R.H.C. and as indicated by metes and bounds. (See Page 1.8)

Remainder Before and After Acquisition
The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed acquisition. The highest and best use of the subject property before and after the proposed acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed acquisition As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

Property Tax Information
This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Rio Fresh, Inc. The part to be acquired was identified as the subject whole property which contained tax identification no. S1050-00-020-0062-10. The subject property, which is a residential use tract of land, is assessed at $67,080. The subject property receives an agriculture use exemption due to its current use for row crop farming. Its assessed agricultural use value is indicated to be assessed at $1,257. The property taxes for the subject appear to be current; however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

General Site Assessment Statement
This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concern exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value. A survey of the remainder of the subject property was not provided by R. Gutierrez Engineering Corporation. The extraordinary assumption that no adverse easements or encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property.

Utility Services Available
The subject property is located in a region, which contains, water, water wells, electricity, and phone service, which is typical of the market area.

Identification of Personal Property
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status
Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Alamo, San Juan and Hidalgo markets. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within the Hidalgo County.

Exposure Time
Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use
The subjects highest and best use as vacant and as if improved is indicated for future residential development. This type of use is concurrent with the recent trends located along Highland Road within Hidalgo County and nearby municipalities to the project including the City of Pharr and City of San Juan. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo, Texas.

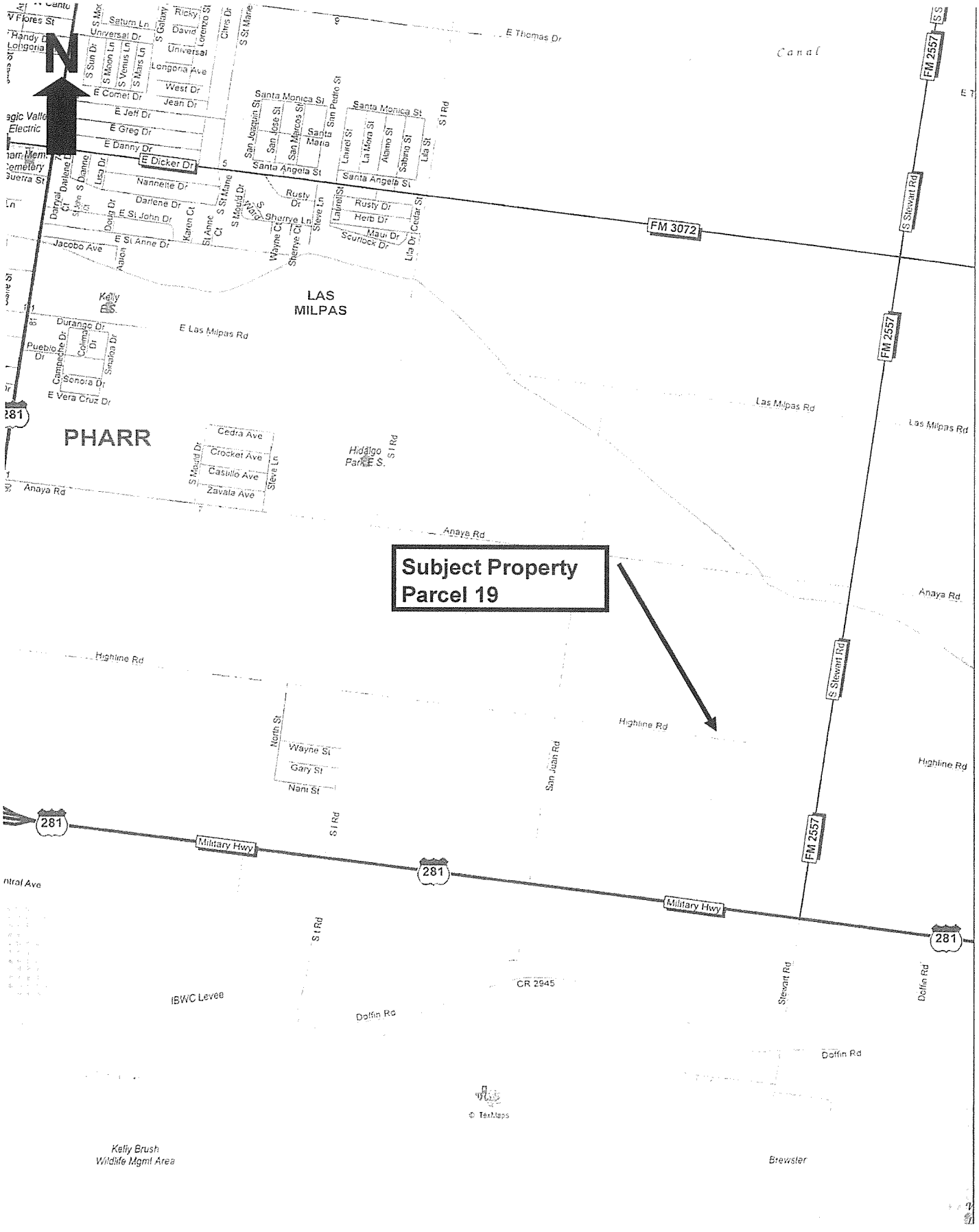
When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for future residential development based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the jurisdiction of the County of Hidalgo, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Highland Road and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use for future residential development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of Hidalgo County. The subject property contains adequate land area and frontage along Highland Road to allow for future residential use development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a residential highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the growth trends along Highland Road include agricultural, grazing, residential, and small retail developments. Based on the stable growth along Highland Road and nearby San Juan Road, it is estimated that the subject can be financially feasible to contain residential development "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired. After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for residential use. This conclusion is correlated to the subject property as a whole and selected economic unit.

LOCATION MAP OF SUBJECT PROPERTY



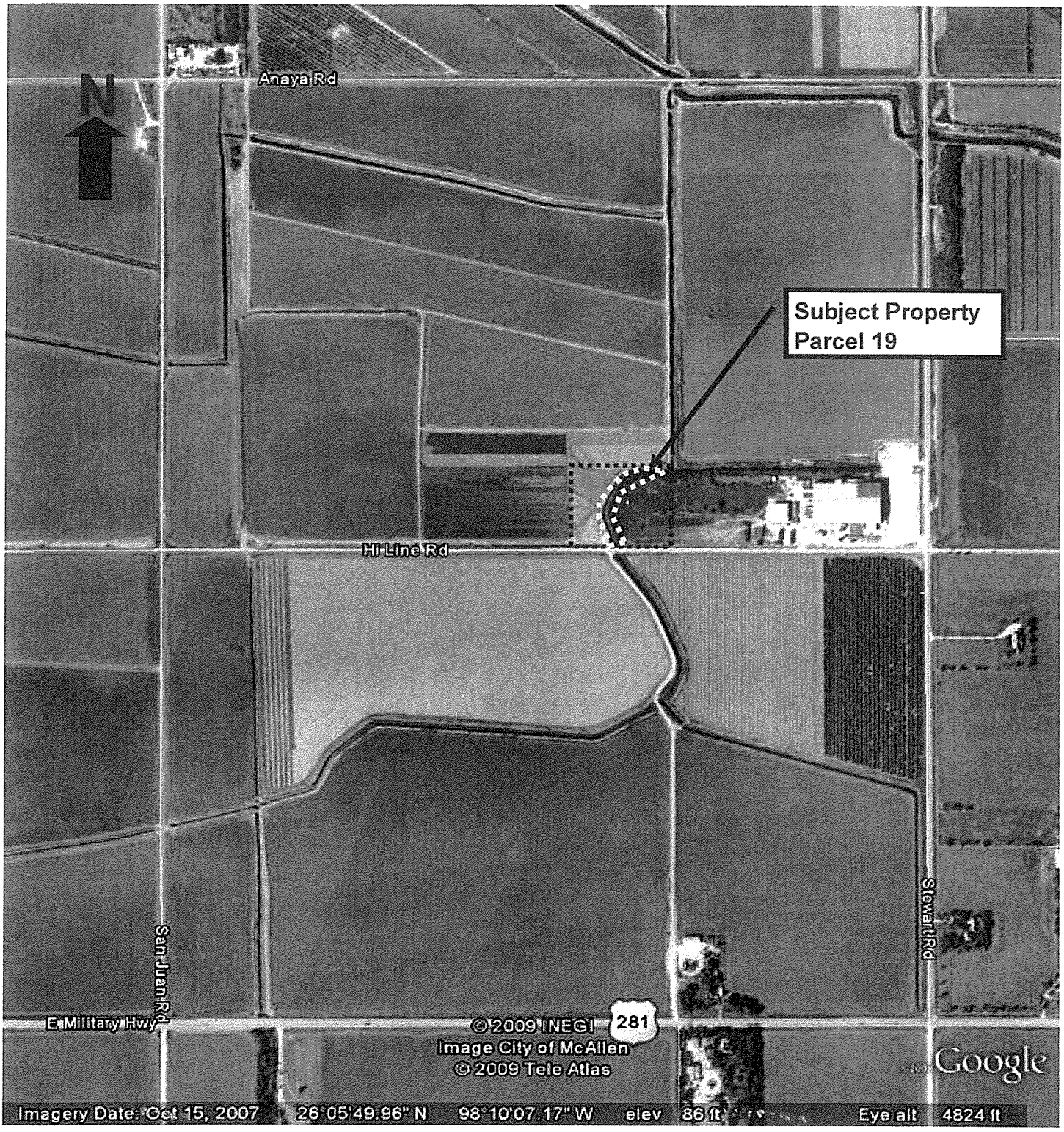
Copyright 1996-2007 TexMaps; 8th Edition

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

EXHIBIT "A"

COUNTY: HIDALGO

DRAIN DITCH: Southfork Drainage Lateral

PROJECT LIMITS: From "I" Road to Anaya Road

Eng07.032L
May 18, 2009
Parcel 19
Page 1of 3

FIELD NOTES FOR PARCEL – 19

Being a 1.155-acre tract of land out of Lot 62, San Juan Plantation Subdivision, Hidalgo County, Texas, as recorded in Volume 3, Page 52, Map Records, Hidalgo County, Texas. Said Lot 62 is vested to Rio Fresh, Inc., a Texas Corporation from Roberta S. Jackson; Christine S. Morley; Frederick W. Schuster; and Jeanette S. Brown, by virtue of a General Warranty Deed, dated September 11, 2007, recorded in Document No. 1817666, Official Records, Hidalgo County, Texas. Said 1.155-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set at the Southeast corner of Lot 66, **THENCE**, North 81 degrees 23 minutes 59 seconds West, along the South line of Lot 66, a distance of 189.51 feet a No. 4 rebar set on the Proposed Right of Way line of Southfork Drainage Lateral, for the Southeast corner and **POINT OF BEGINNING** of the tract herein described;

1. **THENCE**, North 81 degrees 23 minutes 59 seconds West, along the South line of Lot 62, a distance of 106.66 feet to a No. 4 rebar set, for the Southwest corner of the tract herein described;

2. **THENCE**, North 08 degrees 18 minutes 12 seconds West, a distance of 216.74 feet to a (unable to set point), for an exterior corner of the tract herein described;

3. **THENCE**, North 39 degrees 09 minutes 23 seconds East, continuing a distance of 237.61 feet to a (unable to set point), for an exterior corner of the tract herein described;

4. **THENCE**, South 84 degrees 31 minutes 31 seconds East, continuing a distance of 238.62 feet to a (unable to set point), for the Northeast corner of the tract herein described;

5. **THENCE**, South 08 degrees 34 minutes 59 seconds West, along said Proposed Right of Way line, a distance of 66.45 feet to a No. 4 rebar set at the point of beginning of a curve to the right, for an exterior corner of the tract herein described;

6. **THENCE**, in a Northwesterly direction, continuing along said Proposed Right of Way line, with said curve to the right, thru an arc angle of 26 degrees 53 minutes 49 seconds, a radius of 160.00 feet, a tangent of 38.26 feet, a chord length of 74.42 feet, a chord bearing of South 83 degrees 03 minutes 36 seconds West, and an arc length of 75.11 feet to a No. 4 rebar set, for an exterior corner of the tract herein described;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

7. **THENCE**, North 83 degrees 29 minutes 30 seconds West, continuing along said Proposed Right of Way, a distance of 89.01 feet to a No. 4 rebar set at the point of beginning of a curve to the left, for an interior corner of the tract herein described;

8. **THENCE**, in a Southwesterly direction, continuing along said Proposed Right of Way line, with said curve to the left, thru an arc angle of 62 degrees 38 minutes 08 seconds, a radius of 75.00 feet, a tangent of 45.63 feet, a chord length of 77.97 feet, a chord bearing of South 65 degrees 11 minutes 26 seconds West, and an arc length of 81.99 feet to a No. 4 rebar set, for an interior corner of the tract herein described;

9. **THENCE**, South 33 degrees 52 minutes 22 seconds West, continuing along said Proposed Right of Way line, a distance of 90.31 feet to a No. 4 rebar set at the point of beginning of a curve to the right, for an exterior corner of the tract herein described;

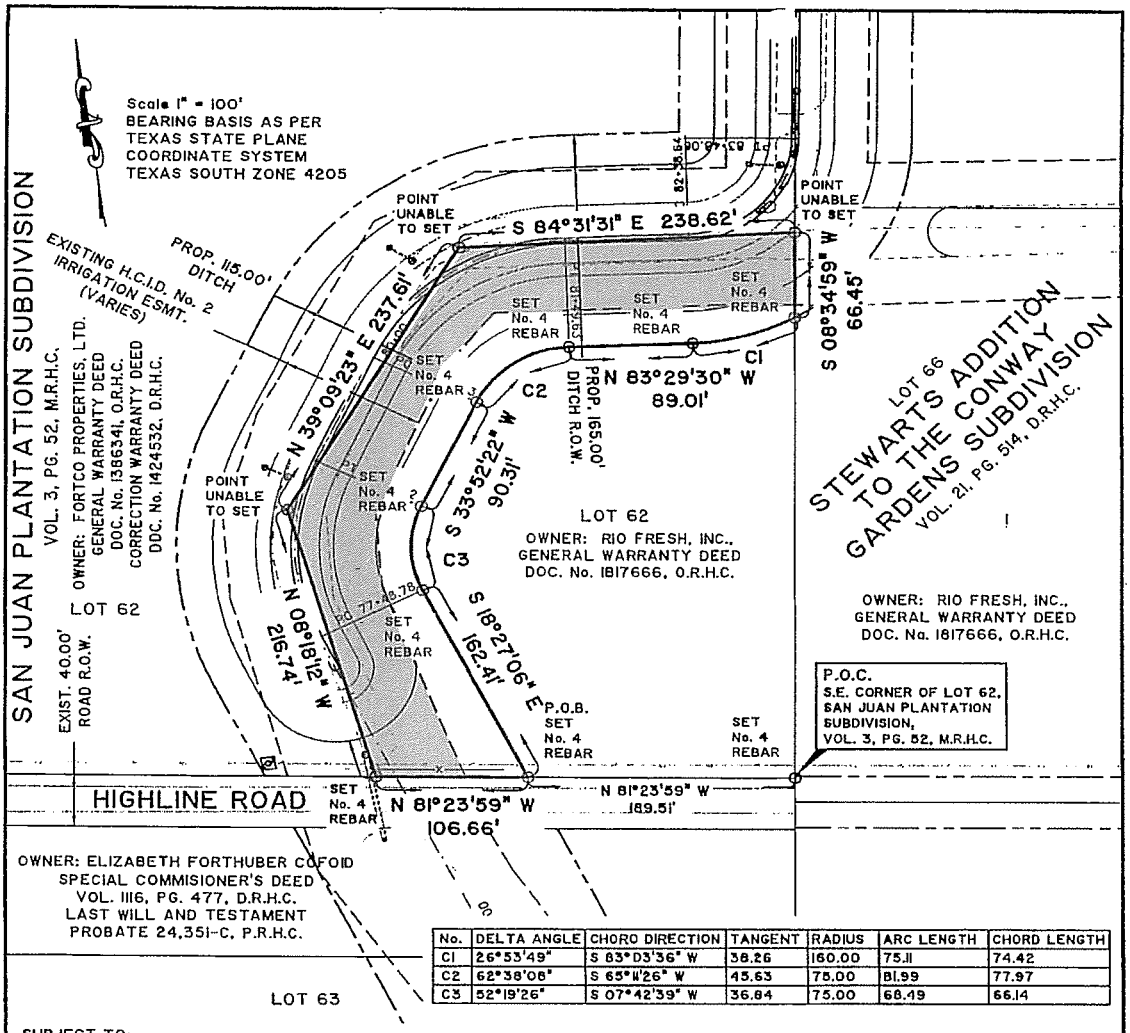
10. **THENCE**, in a Southwesterly direction, continuing along said Proposed Right of Way line, with said curve to the right, thru an arc angle of 52 degrees 19 minutes 26 seconds, a radius of 75.00 feet, a tangent of 36.84 feet, a chord length of 66.14 feet, a chord bearing of South 07 degrees 42 minutes 39 seconds West, and an arc length of 68.49 feet to a No. 4 rebar set, for an interior corner of the tract herein described;

11. **THENCE**, South 18 degrees 27 minutes 06 seconds East, continuing said Proposed Right of Way line, a distance of 162.41 feet to the **POINT OF BEGINNING** and containing 1.155-acres, of which 0.759-acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a **Proposed Net Taking** of 0.396-acres of land, more or less.



NOE GARZA – R.P.L.S. No. 2589
DATE: 22 May 09

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



No.	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	26°53'49"	S 83°03'36" W	38.26	160.00	75.11	74.42
C2	62°38'08"	S 65°41'26" W	45.63	75.00	81.99	77.97
C3	52°19'26"	S 07°42'39" W	36.84	75.00	68.49	66.14

SUBJECT TO:
- CENTRAL POWER AND LIGHT COMPANY
Dated June 6, 1952, Recorded in Volume 749, Page 149, Deed Records, Hidalgo County, Texas.

PARCEL 19

OWNER: Fortco Properties, Ltd., by a General Warranty Deed, recorded in Document 1386341, Official Records, Hidalgo County, Texas, and by a Correction General Warranty Deed, recorded in Document No. 1424532, Official Records, Hidalgo County, Texas.

DESCRIPTION: A tract of land containing 3.0-acres out of Lot 62, San Juan Plantation Subdivision, recorded in Vol. 3, Pg. 52, Map Records, Hidalgo County.

Total acreage: 3.00 ac.
To be acquired: 1.155 ac.
Exist. H.C.I.D. No. 2
Drain Ditch Easement: 0.759 ac.
Proposed Net taking: 0.396 ac.
Remainder: 1.845 ac.
Document:

EXHIBIT "A"
PROPOSED SOUTHFORK DRAINAGE LATERAL
PARCEL 19
A 1.155 ACRE TRACT OF LAND OUT OF LOT 62, SAN JUAN PLANTATION SUBDIVISION, HIDALGO COUNTY, TEXAS.
VOLUME 3, PAGE 52, M.R.H.C.

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED NOE GARZA 2589 PROFESSIONAL LAND SURVEYOR

NOE GARZA - R.P.L.S. No. 2589
Date: 22 May 09

NOE GARZA ENGINEERS, INC.
916 W. NOLANA PHARR, TEXAS 78577 (956) 783-1207

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

JOB No.: ENG07.032L	DATE: 5/12/09
DRAWN BY: J.H.F./NML	PAGE: 3 OF 3

Green Highlighted Area = Existing ROW / Yellow Highlighted Area = Part To Be Acquired

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located off the north line of Highland Road west of Stewart Road, Hidalgo County, Texas.	District	Pharr
		ROW CSJ:	N/A
Property Owner:	Rio Fresh, Inc	Parcel:	20
Address of Property Owner:	P.O. Box 1619	Federal Project No:	N/A

Occupant's Name: Vacant
Whole: ☐ Partial: ☑ Acquisition
Highway: Southfork Drainage Project
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

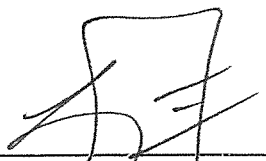
Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $37.00 as of September 24, 2009, based upon my independent appraisal and the exercise of my professional judgment; on September 24, 2009, (date)(s), I personally inspected in the field the property herein appraised; I afforded Rio Fresh, Inc, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15, 2009 and September 21, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature - Leonel Garza III
State Certified General Real Estate Appraiser - TX 1328375-General
Certification Number
March 10, 2010
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion and improvement of an existing drainage canal with the project limits: Being an area of land located between "I" Road and Stewart Road, from north of Military Highway 281 to north of Anaya Road, in Hidalgo County, Texas.

The intended use of the report is to assist Bobby Villarreal, Hidalgo County Right of Way and and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be participating in the project. Bobby Villarreal is the right-of-way agent of which has a local office located at 2401 N Moorefield Road, Mission, Texas. Bobby Villarreal, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Villareal can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated August 26, 2009, on behalf of Hidalgo County Precinct No. 2, Bobby Villarreal, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 130 E. Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right-of-way.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 2, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility To Subject Property

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the frontage of Highline Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 7.015 acre tract of land. Any existing road right-of-way indicated along Highline Road shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated May 22, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 23.52 acres to 154.88 acres. These indicated economic unit values are used for the valuation of the irregular partial acquisition, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial acquisition for the market valuation of the subject property.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.002 acres (87 square feet). The proposed acquisition has approximately 73.08 lineal feet of frontage along the northern side of the subject property. The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along "I" Road. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired (Net)	**0.0020 Acres**
	87 S.F.

Legal Description of the Part To Be Acquired
A 0.090 acre tract of land out of Lot 66, Stewart's Addition to Conway Gardens, Hidalgo County, Texas, Volume 21, Page 514, D.R.H.C.

Remainder Before and After Acquisition
The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed acquisition. The highest and best use of the subject property before and after the proposed acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed acquisition As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

Property Tax Information
This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Rio Fresh, Inc. The part to be acquired was identified as the subject whole property which contained tax identification no. S6250-00-000-0066-01 & S6250-00-000-0066-03. The subject property, which is a agricultural use tract of land, is assessed at $122,027. The property taxes for the subject appear to be current; however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

General Site Assessment Statement
This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concern exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value. A survey of the remainder of the subject property was not provided by R. Gutierrez Engineering Corporation. The extraordinary assumption that no adverse easements or encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property.

Utility Services Available
The subject property is located in a region, which contains, water, water wells, electricity, and phone service, which is typical of the market area.

Identification of Personal Property
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status
Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Alamo, San Juan and Hidalgo markets. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within the Hidalgo County.

Exposure Time
Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use
The subjects highest and best use as vacant and as if improved is indicated for future residential development. This type of use is concurrent with the recent trends located along Highland Road within Hidalgo County and nearby municipalities to the project including the City of Pharr and City of San Juan. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo, Texas.

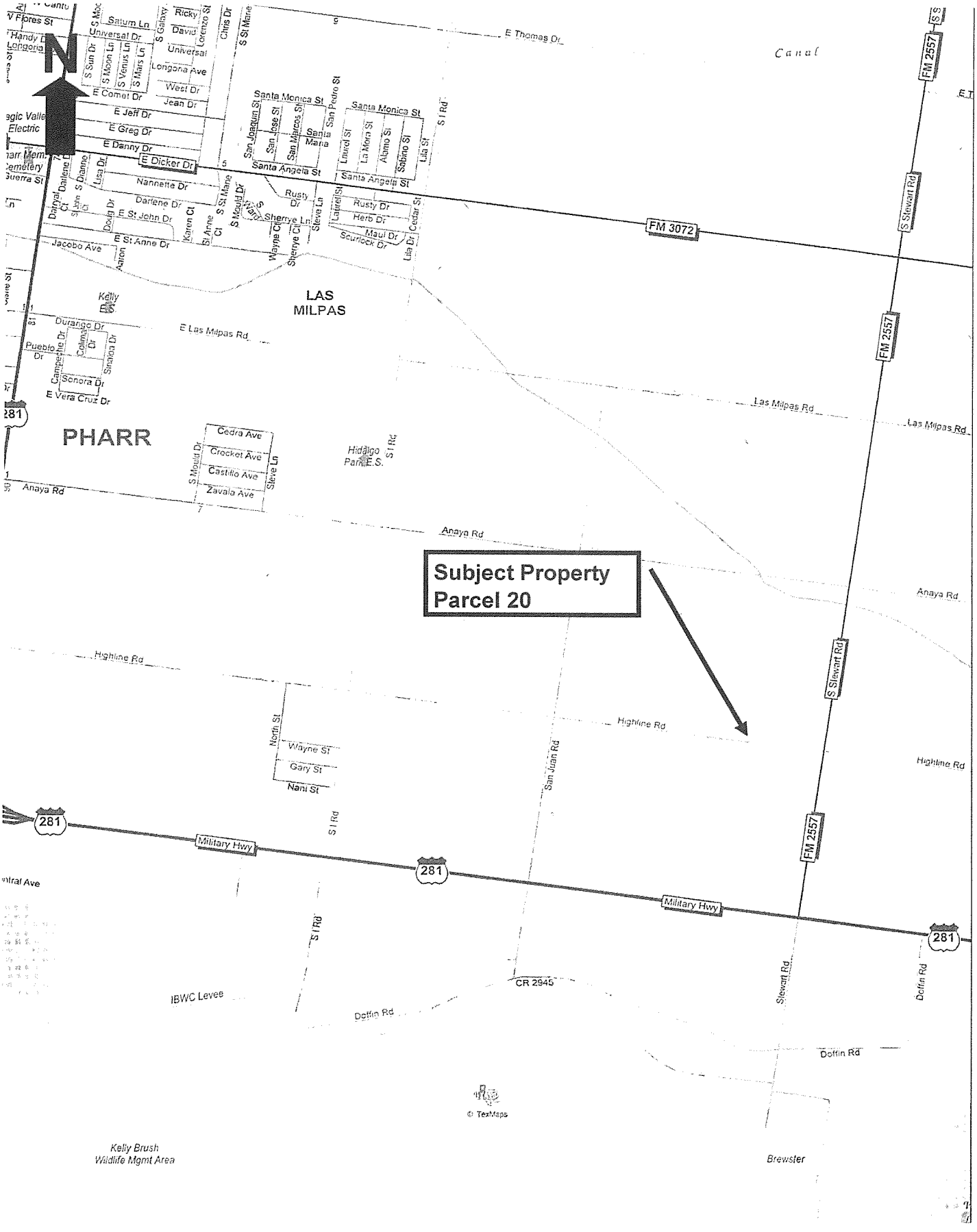
When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for future residential development based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the jurisdiction of the County of Hidalgo, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Highland Road and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use for future residential development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of Hidalgo County. The subject property contains adequate land area and frontage along Highland Road to allow for future residential use development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a residential highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the growth trends along Highland Road include agricultural, grazing, residential, and small retail developments. Based on the stable growth along Highland Road and nearby San Juan Road, it is estimated that the subject can be financially feasible to contain residential development "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired. After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for residential use. This conclusion is correlated to the subject property as a whole and selected economic unit.

LOCATION MAP OF SUBJECT PROPERTY



Copyright 1996-2007 TexMaps; 8th Edition

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 1)

EXHIBIT "A"

COUNTY: HIDALGO

DRAIN DITCH: Southfork Drainage Lateral

PROJECT LIMITS: From "I" Road to Anaya Road

Eng07.032L
May 18, 2009
Parcel 20
Page 1of 2

FIELD NOTES FOR PARCEL – 20

Being a 0.090-acre tract of land out of Lot 66, Stewart's Addition to Conway Gardens, Hidalgo County, Texas, as recorded in Volume 21, Page 514, Deed Records, Hidalgo County, Texas. Said the South 463 feet of the West 660 feet of Lot 66 is vested to Rio Fresh, Inc., a Texas Corporation from Roberta S. Jackson; Christine S. Morley; Frederick W. Schuster; and Jeanette S. Brown, by virtue of a General Warranty Deed, dated September 11, 2007, recorded in Document No. 1817666, Official Records, Hidalgo County, Texas. Said 0.090-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a (unable to set point) the Northwest corner of said Lot 66, **THENCE**, South 08 degrees 34 minutes 59 seconds West, along the West line of Lot 66, a distance of 857.00 feet, for the Northwest corner and **POINT OF BEGINNING** of the tract herein described;

1. **THENCE**, South 81 degrees 25 minutes 26 seconds East, a distance of 73.08 feet to a No. 4 rebar set on the Proposed Right of Way line of Southfork Drainage Lateral, for the Northeast corner of the tract herein described; said point being on a curve to the right;

2. **THENCE**, in a Southeasterly direction, continuing along said Proposed Right of Way line, with said curve to the right, thru an arc angle of 41 degrees 15 minutes 55 seconds, a radius of 160.00 feet, a tangent of 60.24 feet, a chord length of 112.76 feet, a chord bearing of South 48 degrees 58 minutes 43 seconds East, and an arc length of 115.23 feet to a No. 4 rebar set, for the South corner of the tract herein described;

3. **THENCE**, North 08 degrees 34 minutes 59 seconds East, along the West line of Lot 66, a distance of 85.87 feet to the **POINT OF BEGINNING** and containing 0.090-acres, of which 0.088-acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a **Proposed Net Taking** of 0.002-acres of land, more or less.



NOE GARZA – R.P.L.S. No. 2589
DATE: 22 May 09

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)

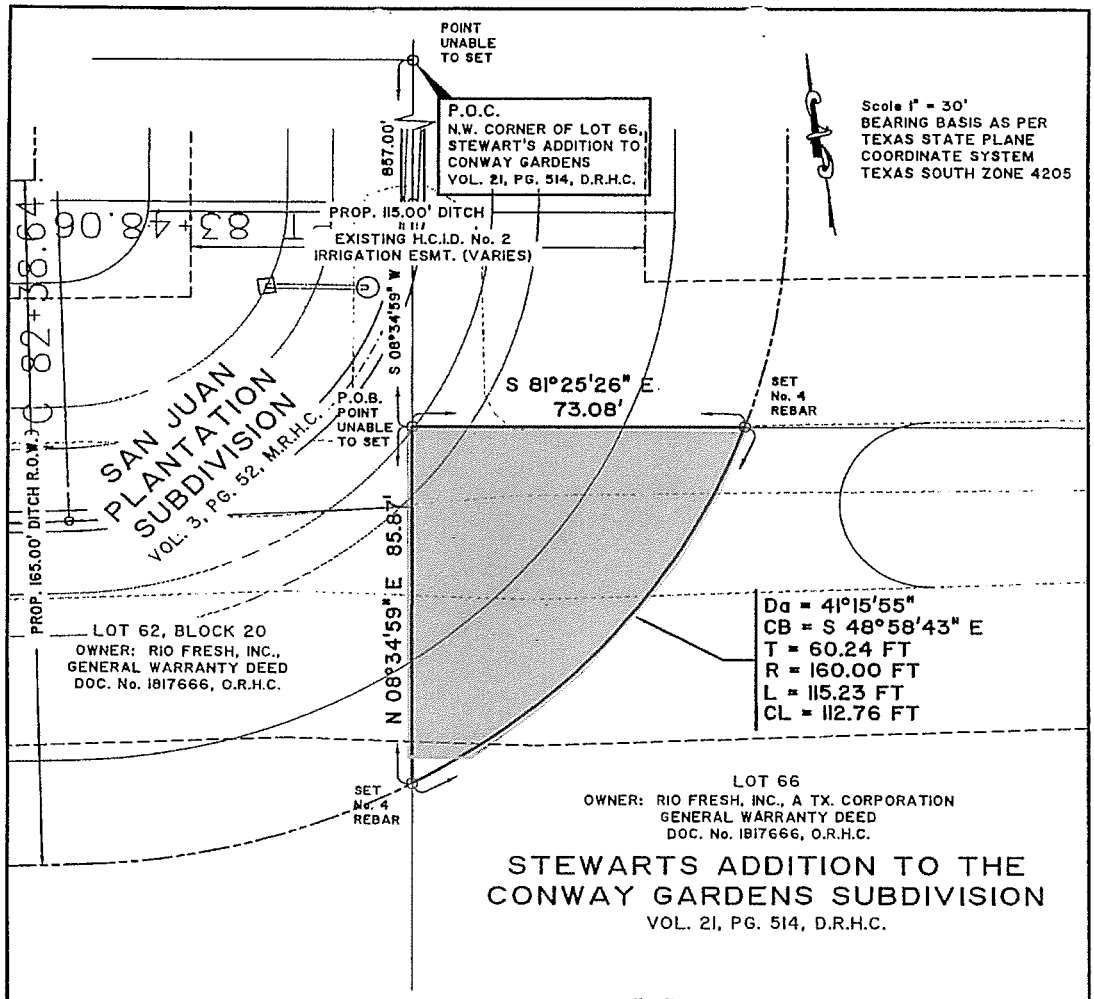


EXHIBIT "A"
PROPOSED SOUTHFORK DRAINAGE LATERAL
PARCEL 20
A 0.090 ACRE TRACT OF LAND OUT OF LOT 66, STEWART'S ADDITION TO CONWAY GARDENS, HIDALGO COUNTY, TEXAS. VOLUME 21, PAGE 514, D.R.H.C.

SUBJECT TO:
- CENTRAL POWER AND LIGHT COMPANY
Doted June 6, 1952, Recorded in Volume 749, Page 149, Deed Records, Hidalgo County, Texas.

PARCEL 20

OWNER: Rio Fresh, Inc., o Texas Corporation, Generol Worranty Deed recorded in Document 1817666, Offlolol Records, Hidalgo County, Texas,

DESCRIPTION: The South 463 feet of the West 660 of Lot 66, Stewart's oddition to Conway Gordens, Hidalgo COunty Texas, recorded in Vol. 21, Pg. 514, Deed Records, Hidalgo County, Texas.

Total acreage: 7.015 ac.
To be acquired: 0.090 oc.
Exist. H.C.I.D. No. 2
Droin Ditch Eosement: 0.088 ac.
Proposed Net toking: 0.002 ac.
Remainder: 6.925 ac.
Document:_____

The undersigned hereby certifies thot this survey, os described hereon, wos mode on the ground and that the only improvements on the ground are os shown and that there are no visible encroachments, visible overlapping, opporent conflicts, or visible eosements, except os shown hereon." This survey substontiolly conforms to the Minimum Stondards of Proctice os opproved by the Texos Boord of Professionol Land Surveyors.

STATE OF TEXAS · REGISTERED · NOE GARZA 2589 · PROFESSIONAL · LAND SURVEYOR

NOE GARZA - R.P.L.S. No. 2589
Date: 22 May 09

NOE GARZA ENGINEERS, INC.
918 W. NOLANA PHARR, TEXAS 78577 (956) 783-1207

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

JOB No.: ENG07.032L	DATE: 5/12/09
DRAWN BY: NML	PAGE: 2 OF 2

Green Highlighted Area = Existing ROW / Yellow Highlighted Area = Part To Be Acquired

AI-25659 **15.A.1.**

2010 Acceptance of grant funds & 2011 BA for Const. Pct 4 (1285)
CC REGULAR

Date:	03/15/2011
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct #4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Constables

Information

CAPTION

Constable Precinct #4 - Bulletproof Vest Partnership Grant (1285):
a. Requesting approval to accept 2010 grant awarded funds in the amount of $1,875.75, received from the the U.S. Department of Justice for expenses incurred due to the Bulletproof Vest Partnership Grant. Application for grant originally approved CC 6/1/10 (AI-21399).

b. Requesting approval of certification of revenues as certified by the County Auditor for the funds received in relation to the FY 2010 USDJ - Bulletproof Vest Partnership Grant.

c. Requesting approval of 2011 appropriation of funds to Constable Precinct #4 (Bullet Proof Vest Partnership) in the amount of $1,875.75.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** SEE APPROPROPRIATION

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Cash match or fiscal impact to the County.
Funds pending approval of appropriation.
Funding available as of 3/9/11 (see attached "Receipt of Funds")
Expenditure Account: 1-1285-421-00-294-009-2-611
Revenue Account: 1-1287-331-11-294-009-2-000

Attachments

Link: Bullet Proofvest Partnership Grant Award E-mail
Link: certification of revenues
Link: receipt of funds
Link: backup
Link: 2011 BA For Constable Pct. #4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 01:05 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/10/2011 10:53 AM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Dale Kennan

Started On: 03/09/2011 10:00 AM

Final Approval Date: 03/10/2011

Dale Kennan

From: joel.rivera [mailto:joel.rivera@co.hidalgo.tx.us]
Sent: Wednesday, October 13, 2010 10:05 AM
To: dale.kennan@co.hidalgo.tx.us
Subject: FW: Bulletproof Vest Partnership FY 2010 Award Announcement

Dale,
This is for your FYI. I am in the process of submitting for reimbursement.

Joel Rivera
Chief Deputy Constable
Hidalgo Co. Constable Precinct 4
2814 S. Hwy 281
Edinburg, Texas 78539
(956)383-8560
(956)292-7767

CONFIDENTIAL NOTICE: This is a CONFIDENTIAL LAW ENFORCEMENT COMMUNICATION. DO NOT disseminate, distribute, use or copy this communications if you have received this message in error and/or are not the intended recipient. DESTROY all copies of the original and contact the sender by reply e-mail or by calling the Hidalgo County Constable Precinct 4 at 956-383-8560.

From: owner-bvp-list@ojp.usdoj.gov [mailto:owner-bvp-list@ojp.usdoj.gov] **On Behalf Of** BVP
Sent: Thursday, October 07, 2010 10:46 AM
To: BVP-list
Subject: Bulletproof Vest Partnership FY 2010 Award Announcement

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2010 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP system. For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.
A complete list of FY 2010 BVP awards is available at: http://www.ojp.usdoj.gov/bvpbasi/
The FY 2010 award funds may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered on or after April 1, 2010. The deadline to request payments from the FY 2010 award funds is August 31, 2012, or until all available 2010 awards funds have been requested.

BJA is also announcing a financial hardship waiver request for all FY 2010 BVP funds. Previously, a jurisdiction was only able to request up to 50% the cost of a vest with their available BVP funds. Now, during the payment request process, jurisdictions may request a waiver and receive up to 100% of the cost of each vest submitted for reimbursement.

Jurisdictions requesting a waiver of the 50% match requirement may not use BVP funds toward the purchase of any vest with a total unit cost greater than $1,200; excluding taxes, shipping and handling fees (if any) to maximize funding for all eligible jurisdictions.

Additionally, jurisdictions requesting a waiver have to meet criteria of financial or natural disaster hardship. The jurisdictions have to cite the source of their financial hardship during the waiver request process. Jurisdictions will be expected to keep documentation substantiating the financial hardship for four years and realize the waiver requests are open to Bureau of Justice Assistance and Office of the Inspector General audits.

Finally, all applicant jurisdictions, requesting a waiver of the 50% match, would be required to certify that the *jurisdiction's* Chief Executive Officer formally accepts the request for the waiver and confirms the waiver justification provided. The certification must list the highest elected official from the requesting jurisdiction in order to be approved.
Thank You.
BVP Program Support Team

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

March 9, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Bureau of Justice Assistance (BJA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$1,875.75	FY 2010 Bulletproof Vest Partnership (BVP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/9/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

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FIRST NATIONAL BANK: Account Transactions Page 1

FIRST NATIONAL BANK

To change the number of transactions you see by default, select Options then Display.

View Transactions for: SPECIAL REV FUNDS

Current Balance:
Available Balance

Transactions from 11/01/2010 to 02/01/2011 ? View Range: Since Last Statement | 7 Days | 15 Days | 30 D

Date	Ref/Check No	Description	Debit	Credit
12/20/2010		MISC PAY DOJ TREAS 220 746000717150400 CCD		1,875.7
Totals (this page):		***Transactions: 1***	***Debits: 0.00***	***Credits: 1,875.75***



Thank You,
Katia

From: Nelda Olivarez [mailto:nolivarez@hidtataskforce.com]
Sent: Monday, March 07, 2011 9:20 AM
To: gabriel.guajardo@treasurer.co.hidalgo.tx.us
Cc: Katia Garcia; angelica.tapia@auditor.co.hidalgo.tx.us
Subject: Deposit 12/20/10

Just got the call—It for a Bulletproof Vest Reimbursement Grant contract person in Dale Kennan (Budget Dept)

Thanks

Nelda Olivarez
Accountant
Hidalgo County
HIDTA Task Force



U.S. Department of Justice
Office of Justice Programs
Bulletproof Vest Partnership / Body Armor Safety Initiative

Notice: Critical Program Information (Click here)

Bulletproof Vest Partnership

Body Armor Safety Initiative

Bulletproof Vest Partnership

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with $277 million in federal funds committed to support the purchase of an estimated 800,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

NEW: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2010 BVP application funding period.

Applications for FY 2010 BVP funds will be accepted beginning Tuesday, April 20, 2010. All applications must be submitted online by 6:00 pm (Eastern Time), Tuesday, June 1, 2010.

Please note that FY 2010 BVP funds may only be used toward the purchase of vests ordered on or after April 1, 2010. Each vest purchased with FY 2010 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered. Beginning with FY 2008 funds, the use period for BVP funds will be two years. To draw down FY 2010 BVP funds, vests must be received and the request for payment submitted to the BVP system by September 30, 2012. Each applicant should **update their profile before filing an application for FY 2010 funds.**

The complete list of FY 2009 BVP awards can be viewed here.

The complete list of FY 2008 BVP awards can be viewed here

Historical BVP award information for FY 1999 through the FY 2009 can be accessed here

Body Armor Safety Initiative

Body Armor Safety Initiative - An Initiative of U.S. Department of Justice. In response to concerns from the law enforcement community, the Department of Justice (DOJ) announced an initiative to address the reliability of body armor used by law enforcement personnel and to examine the future of bullet-resistant technology and testing. As part of this initiative, the National Institute of Justice (NIJ) has examined Zylon®-based bullet-resistant vests (both new and used) and is reviewing the process by which bullet-resistant vests are certified.

2/06/2009: National Institute of Justice Body Armor Alert

8/25/2008: New National Institute of Justice Body Armor Standard 0101.06

2/20/2008: Bullet-Resistant Body Armor Models Removed from NIJ Body Armor List

National Institute of Justice Body Armor Safety Initiative Website

Body Armor Safety Initiative Archive

**All media contacts should be directed to the Office of Justice Programs, Office of Communications.

FY2010 - Period = 4/1/10 - 9/30/12
$1,875.75 total

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at vests@usdoj.gov

State	Jurisdiction Name	Award Amount
TX	FREER TOWN	$3,550.00
TX	FRIENDSWOOD CITY	$5,212.50
TX	FRISCO CITY	$6,774.38
TX	GALVESTON CITY	$15,380.00
TX	GARLAND CITY	$11,579.16
TX	GRANBURY CITY	$1,076.72
TX	GRAND PRAIRIE CITY	$8,885.56
TX	GREENVILLE CITY	$3,850.00
TX	GUADALUPE COUNTY	$3,750.00
TX	HALLETTSVILLE CITY	$1,087.50
TX	HALTOM CITY	$4,265.50
TX	HANSFORD COUNTY	$1,520.68
TX	HARLINGEN CITY	$36,565.00
TX	HAYS COUNTY	$1,712.06
TX	HEATH CITY	$2,570.00
TX	HEDWIG VILLAGE	$5,839.50
TX	HEWITT CITY	$1,595.00
TX	HIDALGO CITY	$1,449.98
TX	HIDALGO COUNTY	$1,875.75
TX	HIGHLAND PARK CITY	$2,962.50
TX	HIGHLAND VILLAGE CITY	$526.73
TX	HOPKINS COUNTY	$2,115.00
TX	HOUSTON CITY	$316,883.28
TX	HUMBLE CITY	$2,625.00
TX	HUNT COUNTY	$6,558.65
TX	HUNTSVILLE CITY	$3,150.00
TX	HURST CITY	$2,682.00
TX	JACK COUNTY	$871.01
TX	JACKSON COUNTY	$699.24
TX	JASPER CITY	$1,425.71
TX	JIM WELLS COUNTY	$5,049.00
TX	JOHNSON COUNTY	$8,588.99
TX	JONESTOWN CITY	$3,195.00
TX	KEENE CITY	$1,800.00
TX	KELLER CITY	$1,573.95
TX	KEMAH CITY	$3,260.00
TX	KERMIT CITY	$2,024.97
TX	KERRVILLE CITY	$18,525.00
TX	KILLEEN CITY	$3,974.85
TX	KINGSVILLE CITY	$2,800.00
TX	LA FERIA CITY	$1,400.00
TX	LA GRANGE CITY	$2,096.25
TX	LA PORTE CITY	$5,290.00
TX	LAGO VISTA CITY	$1,076.98
TX	LAGUNA VISTA VILLAGE	$527.83
TX	LAKE JACKSON CITY	$6,165.00
TX	LAKE LBJ MUNCIPAL UTILITY DISTRICTS	$1,000.70
TX	LAKEWAY CITY	$774.50
TX	LAMESA CITY	$1,775.00
TX	LAMPASAS CITY	$1,625.00
TX	LAREDO CITY	$5,773.51
TX	LEAGUE CITY	$13,530.00
TX	LEANDER CITY	$3,990.00

Awarded 12/20/10

DATE: March 9, 2011

2011
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Constable Precinct #4 (1285)

ACCOUNT NUMBER: 1-1285-421-00-294-009-2-611

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1285-421-00-294-009-2-611	CONST. PCT #4- BULLETPROOF VEST PARTNERSHIP-POLICE & CA	1,875.75
1-1287-331-11-294-009-2-000	*BULLETPROOF VEST PARTNERSHIP REVENUES*	*1,875.75*
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,875.75

REASON: To appropriate funding in the amount of $1,875.75 to the Constable BULLETPROOF VEST PARTNERSHIP-POLICE & CA account for Reimbursement from USDJ for expenses related to the Bulletproof Vest Partnership Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-25653 **15.A.2.**

2010 Appropriation for County Records Management

CC REGULAR

Date:	03/15/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Auditors Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

County Records Mgmt (1238):
Approval of 2010 appropriation of funds into County Records Records Management in the amount of $505.92.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1238-415-40-180-004-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available in unreserved f/b as of 3-10-11.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 09:39 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/10/2011 08:10 AM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Erika Zamora Started On: 03/09/2011 09:32 AM

Final Approval Date: 03/10/2011

DATE: March 15, 2011

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for County Records Mgmt(1238)

ACCOUNT NUMBER: 0-1238-415-40-180-004-0-XXX

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1238-415-40-180-004-0-113	County Records Mgmt-Reg F/T Employees	$ 386.30
0-1238-415-40-180-004-0-115	County Records Mgmt-Longevity Pay	$ 2.00
0-1238-415-40-180-004-0-220	County Records Mgmt-FICA	$ 3.66
0-1238-415-40-180-004-0-230	County Records Mgmt-Retirement	$ 38.43
0-1238-415-40-180-004-0-250	County Records Mgmt-Unemployment Comp	$ 75.53
	TOTAL BUDGET INCREASE (DECREASE)	**505.92**

REASON:

Appropriation to fund 2010 end of year negatives.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25661 **15.A.3.**

Appropriate 2010 Revenues and Expenditures for TXDOT project - Pct#1 - Mile 2 West

CC REGULAR

Date:	03/15/2011
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

TxDot Pct. #1:
a. Approval to appropriate 2010 revenues and expenditures for a TXDOT project (Mile 2 West (Mile12-US83) in the amount of $25,987.85 (1315).

b. Approval of 2010 appropriation of funds into a TXDOT project (Mile 2 West (Mile12-US83) in the amount of $0.01 (1315).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-00-121-040-0-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 3-9-11

A. Approval to appropriate 2010 revenues and expenditures for a TXDOT project (Mile 2 West (Mile12-US83) in the amount of $14,987.85 and 11,000.00 respectively (1315).

B. Approval of 2010 appropriation of funds into a TXDOT project (Mile 2 West (Mile12-US83) in the amount of $.01 (1315).

Attachments

Link: TXDOT Mile 2 W - 1

Link: TXDOT Mile 2 W - 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 01:05 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/09/2011 03:20 PM	APRV
3	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Manuel Chapa

Started On: 03/09/2011 10:38 AM

Final Approval Date: 03/10/2011

DATE: March 15, 2011

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 0-1315-431-00-121-040-0-731
0-1315-431-00-121-040-0-841
0-1315-334-30-121-003-0-000
0-1315-337-00-121-003-0-000

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	14,987.85
0-1315-334-30-121-003-0-000	INTERGOVT'L REV-TXDOT-MILE 2 W	14,987.85
0-1315-431-00-121-040-0-841	TXDOT-MILE 2 WEST(MILE12-US83)-AID GOVT	11,000.00
0-1315-337-00-121-003-0-000	INTERGOVT'L REV-MERCEDES-MILE 2 W	11,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: To Appropriate for actual expenditures incurred for Mile 2 W project and record the estimate revenues. SEE AJE 1105

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

DATE: March 15, 2011

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 0-1315-431-00-121-040-0-731

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	0.01
	TOTAL BUDGET INCREASE (DECREASE)	0.01

REASON: To Appropriate $0.01 from SIB loan to cover TEDSI Mile 2 W project invoice#2010271.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

AI-25666 **16.A.4.**

Acceptance of SOQs- "Pool"-Construction Management Services 2011-056-03-09

CC REGULAR

Date:	03/15/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Acceptance and approval of the Statements of Qualifications received (attached herein) in response to Hidalgo County's Request for Qualifications for establishment of a pre-qualified "POOL" of Construction Management Services proviers for engagement through the establishment statutory and local protocol (i.e.-nomination by user dept., ranking by cc, negotiation of an agreement, etc.) on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services set forth in the RFQ packet for: Hidalgo County "Construction Management Services". (RFQ No.: 2011-056-03-09-MSS with term of this pool: March 15, 2011 (acceptance date) thru February 8, 2012 so as to coincide with the expiration of all other Hidalgo County professional services pools);

b. Pursuant to County's protocol:
the nomination of at least three (3) firms from the approved pool above:
1. _____;

2. _____;

3. _____; **OR, as an alternative**

c. Consideration of ALL firms of the newly approved pool above, for evaluation, grading and scoring in connection with a Construction Manager to serve as "Owner's Designated Representative" in connection with the Design and Construction of an Hidalgo County Sub-Station in the Precinct #1 area;

d. Selection/Assignment/Designation of the Committee to Evaluate, Score and Grade the nominated firms as Construction Manager to serve as Owner's Designated Representative in the design and construction of an Hidalgo County Sub-Station in the Precint #1 area.

BACKGROUND

This is a Countywide project and funding would need to be available and budgeted by user department. Pool of Construction Management Services will include all funding sources (ie. R&B, CIP, CAP General Fund, all grants, etc.) from all County Departments, programs and entities.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** various

FUNDS AVAILABLE Y/N?: n/a **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Each engagement would need to be funded through the requesting user.
No funds required at this time.
Purchases would be on an as needed basis.
Object code- 734

Attachments

Link: Acceptance List

Link: Vendor Participation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:31 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:06 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/10/2011 02:08 PM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Moises Salazar Started On: 03/09/2011 01:19 PM

Final Approval Date: 03/10/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: MARCH 8, 2011 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "CONSTRUCTION MANAGEMENT SERVICES"

RFQ NO: 2011-056-03-09-MSS

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	**Dannenbaum Engineering Company, Llc** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504	YES	7 copies
2	**R.H. Shackelford** Vicky Stigliano, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	YES	7 copies
3	**Broaddus & Associates, Inc.** 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501	YES	7 copies
4	**Prodigy Construction Management L.L.C.** Mario A. Rodriguez 4409 N. 22nd McAllen, Texas 78504	YES	7 copies
5	**DOS Logistics** 1002 E. Expressway 83 Weslaco, TX 78596	YES	7 copies
6	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, TX 78572	YES	7 copies
7	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504	YES	7 copies
8	***SAM Engineering and Surveying, Inc.*** ***(SAMES, Inc.)*** Jose Rodriguez, E.I.T. 200 S. Cage Blvd. Pharr, Texas 78577	YES	7 copies
9	**G.A.S. Enterprises, Inc.** Melissa Perez, Project Coordinator/Estimator Address: P.O. Box 309 Elsa, Texas 78543	YES	7 copies
10	HighMark Construction Company, LLC Carlo Cantu, CEO 3827 N. 10th St., Suite 305 McAllen, Texas 78501	YES	7 copies

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: MARCH 9, 2011 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"
RFQ NO: 2011-056-03-09-MSS

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA	SENT	RCVD	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**ORTIZ Architecture & Environment** Juan Carlos Ortiz, Jr. AIA LEED AP 723 South Nebraska Avenue Weslaco TX 78956 www.arqorti.com	E-MAIL			carlos@arqorti.com	02/23/11	956.867.6969
2	**R. Gutierrez Engineering Corporation** – Texas Firm #486 Javier Gutierrez	E-MAIL			javier@rgutierrezengineering.com	02/23/11	956-782-2557
3	**G.A.S. Enterprises, Inc.** Melissa Perez, Project Coordinator/Estimator Address: P.O. Box 309 Elsa, Texas 78543	E-MAIL			Melissa Perez [arfp2001@hotmail.com] gas107@aol.com	02/23/11	(956) 262-7106 (956) 262-7107
4	**Enriquez Enterprises, Inc.** Gilbert Enriquez 3025 S. Sugar Rd. Edinburg, TX 78539	E-MAIL			genriquez@enriquezenterprises.net	02/23/11	956.259.8005 Ofc 956.259.8009 Fax
5	**PRODIGY CONSTRUCTION MANAGEMENT L.L.C.** Mario A. Rodriguez 4409 N. 22nd McAllen, Texas 78504	E-MAIL			Mario A. Rodriguez [legalag@aol.com]	02/23/11	956.330.6002
6	**FJW Construction** Jeanne Baker, Office Manager 1100 E. Jasmine, Suite 102 McAllen, Texas 78501 www.fjwcc.com	E-MAIL			Jeanne Baker [jbaker@fjwcc.com]	02/23/11	956-688-2397 office 956-525-3967 cell 956-688-2315 fax
7	**DANNENBAUM ENGINEERING COMPANY, LLC** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504 www.dannenbaum.com	E-MAIL			sandra.spence@dannenbaum.com	02/23/11	(956)682-3677 Office (956)686-1822 Fax (956)789-1257 Cellular
8	**Excello Construction** Jim Griffin, CSP	E-MAIL			Jim Griffin [jgriffin@excelloconstruction.com]	02/23/11	fax (409)842-5428 cell (409)284-6611
9	**Hunt Construction Group, Inc.** Jennifer Ball, Sr. Business Development Coordinator Assistant to John J. McCutchen II 4099 McEwen, Suite 400 Dallas, Texas 75244 www.huntconstructiongroup.com	E-MAIL			Ball, Jennifer [jdelaney@huntconstructiongroup.com]	02/23/11	P 972.788.1000 F 972.788.1302
10	**Raba-Kistner Consultants, Inc.** Norma E. Salazar, Administrative Assistant 800 E. Hackberry Avenue McAllen, Texas 78501 http://www.rkci.com	E-MAIL			nsalazar@rkci.com	02/23/11	Phone: (956) 682-5332 Fax: (956) 682-5487 Norma Salazar [NSALAZAR@rkci.com]
11	**Alex Palacios**	E-MAIL			'prdgypm1@att.net'	02/23/11	956-821-8014
12	**D. Wilson Construction Company** Cindy Cantu P.O. Box 3455 McAllen, TX 78502-3455	E-MAIL			Cindy Cantu [cindyc@dwilsonconstruction.com]		(956) 686-9573/phone (956) 686-3270/fax
13	**IMS** Jenny Flanagan, Region Manager 945 Hornblend Street, Suite G San Diego, CA 92109 www.imsinfo.com	E-MAIL			TX1@imsinfo.com		(858) 490-8823 (direct) (888) 467-3151 (toll free) (858) 490-8811 (fax)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: MARCH 9, 2011 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"
RFQ NO: 2011-056-03-09-MSS

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA	SENT	RCVD	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
14	**Hunt and Associates, Inc.** Keith F Hunt, President SSR, PGM 1837 Cisco Drive Los Fresnos Texas 78566	E-MAIL			Keith F Hunt [KeithF54@aol.com]		(956) 459-1696 (cell 24/7)
15	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504	E-MAIL			Walzer, Alma [ACWalzer@sbec.com]		ph: 956.926.5042; fax: 956.994.0427 cell: 956.342.1427
16	**CDCNews > Building Opportunities** Danylle Davila, Senior Editor cdcnews.com 4201 W Parmer Ln | Suite A200 | Austin, TX | 78727	E-MAIL			ddavila@cdcnews.com		Phone 800.872.7878 x2433 | 512.634.5983 | Fax 800.487.7878
17	**Spire Consulting Group, LLC** Molly Hall, Marketing Coordinator 114 West 7th, Suite 600 | Austin, TX 78701	E-MAIL			mollyh@spirecg.com		Tel: +01 512.637.0845 | Fax: +01 512.637.0846
18	**MCi MORENO CARDENAS, INC.** Casandra Casarez, Business Development Coordinator 2505 E. Missouri Ave. El Paso, Texas 79903 www.morenocardenas.com	E-MAIL			ccasarez@morenocardenas.com		Ph. (915) 532.2091 Fax (915) 542.0307
19	**HighMark Construction Company, LLC** Carlo Cantu, CEO 3827 N. 10th St., Suite 305 McAllen, Texas 78501	E-MAIL			Carlo Cantu [carlo.cantu@highmark-construction.com]		(956)451-3274 cell (956)664-2359 fax
20	**Orion Development Group** Margaret Powers 177 Beach 116th Street, Rockaway Park, NY 11694 www.odgroup.com	E-MAIL			MPowers@odgroup.com		Tel: 800 510-2117 Fax: 718 474-8210
21	**Cortran Engineering, PLLC** Mrs. Yara M. Corbitt, P.E., President 721 E. Esperanza, Suite H McAllen, Texas 78504				Yara Corbitt [yara@cortranengineering.com]		Ofc: 956.971.0289 Cell: 956.789.0289
22	**Skanska USA Building Operations** Joe Lindemann, General Superintendent 1720 E Harrison Ave, Suite B Harlingen, TX 78550, United States www.skanska.com				Lindemann, Joe [joe.lindemann@skanska.com]		Phone +1 956 412 3866 Mobile +1 956 578 7148 Fax +1 956 412 3960
23	**Alpha Building Corporation** Gustavo E. Grajales 24850 Blanco Rd San Antonio Texas 78260				'ggrajales@alphabuilding.com'		**Phone :** 210-491-9925 **Fax :** 210-767-0956
24	**R.H. Shackelford** Vicky Stigliano, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213				Vicky Stigliano [vstigliano@rhsitx.com]		210-525-0647
25	**Beezley Management** Adriano Salucci, Project Coordinator (South California Area) www.beezleymanagement.com				salucci@beezleymanagement.com		818.591.8555 ext.105
26	**Vanir Construction Management, Inc.** Darren Webber PE, Project Manager 901 S. Mopac Expressway Barton Oaks Plaza One, Suite 300 Austin, Texas 78746 www.vanir.com				Webber, Darren [Darren.Webber@vanir.com]		C: 512-592-8128 O: 512-329-2722 F: 512-329-2001

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: MARCH 9, 2011 **BID OPENING TIME: 9:30 A.M.**
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#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA	SENT	RCVD	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
27	**FosterCMGroup** La Shawn J. Stewart, Vice President Business Development 8610 N. New Braunfels, Suite 606 San Antonio, Texas 78217 www.fostercmgroup.com				La Shawn Stewart [lstewart@fostercmgroup.com]		**210.804.1004 phone /** **210.828.5484 fax /**
28	**Joe Williamson Construction CO.** Airika Stevens, Office Project Manager 303 W Expressway 83 Pharr, TX 78577-6503				A Stevens [Airika@williamsonconst.com]		Phone: (956) 781-9781 Fax: (956) 787-2113
29	**TROPICAL CONTRACTING, LLC** Patty Winters, PRESIDENT 6363 De Zavala, Ste 107 San Antonio, Texas 78249				Patricia Winters [pwinters@tropicalcontracting.com]		(210) 224-7920 office (210) 224-7924 fax (210) 315-0582 cell
30	**Prime Vendor Inc.** Bri Huxhold 4622 Cedar Avenue Suite 124 Wilmington NC 28403				bids11@prime-vendor.com		Phone: 800-746-9554 Fax: 800-746-8307
31	**OTHON, INC. Consulting Engineers** Karina Martinez, Marketing Assistant 11111 Wilcrest Green Dr Ste 128 Houston, TX 77042				Karina Martinez [kmartinez@othon.com]		Phone: (713) 975-8555 Fax: (713) 975-9068
32	**Skanska USA Building** Josue Reyes, Business Development Manager, San Antonio - Rio Grande Valley 18615 Tuscany Stone, Suite 245 San Antonio, TX 78258, United States www.skanska.com				Reyes, Josue [Josue.Reyes@skanska.com]		Phone+1 210 301 7105 Mobile+1 956 535 3853 E Fax+ 1866 457 3133
33	**Leetex Construction, LLC.** Staci L. Shrum | Business Development Manager 11120 Wurzbach Road | Suite 303 San Antonio, Texas 78230 sshrum@leetexllc.com				Staci Shrum [sshrum@leetexllc.com]		D: 210.569.0233 O: 210.569.0234 F: 210.569.0235
34	***CES Network Services, Inc.*** (STATE ENGINEERING LIC. # F8367) Enrique Flores, P.E. 920 County Road 376 Barksdale, Texas 78828 www.cesnetser.com				ehflores@cesnetser.com		Phone: 972/241-3683 ext 125 ● Fax: 972/241-8973
35	***SAM Engineering and Surveying, Inc.*** ***(SAMES, Inc.)*** Jose Rodriguez, E.I.T. 200 S. Cage Blvd. Pharr, Texas 78577				jose@samengineering-surveying.com		Tel: 956-702-8880 Fax: 956-702-8883
36	**DOS Logistics** 1002 E. Expressway 83 Weslaco, TX 78596				lupita@doslogistics.com		447-8196
37	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, TX 78572						956-424-7898 956-424-7022
38	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501				ggallegos@broaddusassciates.com		956-688-2307 956-688-2315

AI-25676 **16.A.5.**

Approval of Amendment for Dubose Interests, LLC dba Performance Grade Asphalt, LLC

CC REGULAR

Date:	03/15/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of an "Amendment" to clarify the current contract between Hidalgo County and Dubose Interests, LLC dba Performance Grade Asphalt, LLC, for CRS-2 (Cationic Rapid Setting) Emulsified Asphalt to reflect Hidalgo County and not Hidalgo County Precinct No. 2. C-10-264-11-22;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** varios

FUNDS AVAILABLE Y/N?: n/a **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

NO BUDGETARY IMPACT AT THIS TIME.
Services are on an as need basis. See attached exp report for possible funding sources and availibility of funds.

Attachments

Link: Amendment

Link: Contract

Link: EXP REPORT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:39 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:09 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/10/2011 02:56 PM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/09/2011 02:44 PM

Final Approval Date: 03/10/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-10-264-11-22

This AMENDMENT to the CONTRACT between **Dubose Interests, LLC dba Performance Grade Asphalt, LLC**, (the "Seller") and **HIDALGO COUNTY** (the "County"), effective the 15th day of March, 2011, is made between the Seller and the County, (the "Amendment"), as follows:

WHEREAS, Seller and County entered into an Contract on November 22, 2010, in which the Seller agreed to provide **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** to Hidalgo County Precinct No. 2.(the "Project");

WHEREAS, due to a clerical error, the parties now desire to amend the Projects in which the Seller may perform the services;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Seller and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Seller and County hereby agree to the following Amendment to the Contract:

1. In paragraph 1, the word "Hidalgo County Precinct No. 2" should be deleted and the following is substituted in lieu thereof:

   Hidalgo County

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Seller and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
[illegible]

[illegible]:

_____
Arturo Guajardo, Jr., County Clerk

Dubose Interests, LLC dba Performance Grade Asphalt, LLC

_____

Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

REQUIREMENTS AGREEMENT
C-10-264-11-22

THIS AGREEMENT (the "Agreement") is entered into as of the November 22, 2010 by and between **Dubose Interests, LLC dba Performance Grade Asphalt, LLC,** a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**", as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** " in the areas of Hidalgo County Precinct No. 2 projects for a period of six (6) months from December 16, 2010 to June 15, 2011 and may be extended with the County's discretion for an additional six (6) months and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
DuBose Interests, LLC dba
Performance Grade Asphalt
Attn: Clark DuBose, President
PO Box 6
Hitchcock, TX 77563

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute

such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County,

to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 11/22/10 .

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By _____

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 11/22/10

COMPANY:

By: _____
Printed Name: Clarke DuBose
Title: President

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 13, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
Request for Bids -**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
Bid No: 2010-264-09-29-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
RFB NO: 2010-264-09-29-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 6 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

09/13/2010
Date

Bid No: 2010-264-09-29	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT"

BID OPENING DATE:
SEPTEMBER 29, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT)"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-264-09-29-SGS-HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT)"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 29, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-264-09-29-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) - CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT)"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -"**HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) –CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT)**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Attn: A/P Division
2808 So. Bus. Hwy 281
Edinburg, TX. 78539
(956)318-2511

17. Schedule of Events:

Bid Opening, 9:30 AM	**September 29, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2010-264-09-29-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2010-264-09-29-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:
The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 2	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	301 E. State Pharr, TX. 78577	7 Mile line and Iowa Rd. Mission, TX. 78572	1102 N. Doolittle Edinburg, TX. 78541
CONTACT:	**CONTACT:**	**CONTACT:**	**CONTACT:**
Raul Lozano, Chief Administrator (956) 968-8733	Ricardo Cuellar, Field Operations Director (956) 787-1891	Saul Ramirez, Field Operations Director (956) 585-4509	Juan Carranza, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT.** Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in the best interest of the County to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. All cost and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

10. Bidder(s) have been in business for as least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

14. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA rules and requirements.

- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO.: 2010-264-09-29-SGS

Further information required for this project can be addressed to, Sandy Suarez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, September 22, 2010 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, September 24, 2010 by 5:00 P.M.**

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2009-264-09-29-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING)

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL PHONE:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

(CIQ FORM)

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRMS AND ENTITIES)

REQUEST FOR BID

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

RFB No.: 2010-264-09-29-SGS

IMPORTANT: *The CIQ form must be recorded at Hidalgo County Clerk's office.*
Any questions pertaining to the CIQ form, please contact me.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The prograr strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUI Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2009-264-09-29-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING)

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$ 3.20 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.
LOADS OF 1,001 TO 2,000 GALLONS	$ 2.90 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.
LOADS OF 2,001 TO 3,000 GALLONS	$ 2.60 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.
LOADS OF 3,001 TO 4,000 GALLONS	$ 2.35 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.
LOADS OF 4,001 TO 5,000 GALLONS	$ 2.05 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.

BIDDER/COMPANY NAME: Performance Grade Asphalt L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: Hitchcock, TX. 77563

PHONE & FAX NO.'S: 409-986-7740, fax 409-986-7950

CELL PHONE: 281-387-9869 · Clarke

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Clarke DuBose

TITLE: President

OPENED
9:43 a.m.
9/29/10
Witnessed

All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway
Texas City TX 77591

CONTACT NAME: Patsy Beall ACSR
PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883
E-MAIL ADDRESS: patsy_beall@rustewing.com
PRODUCER CUSTOMER ID #: 00005473

INSURED
Dubose Interests, LLC, DBA: Performance Grade Asphalt LLC Rifle Transportation LLC&Gator Rec
P. O. Box 6
Hitchcock TX 77563

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Ins Comp/SWRisk	10833
INSURER B: Hallmark County Mutual/USRisk	
INSURER C: Texas Mutual Insurance Company	22945
INSURER D: Great American Insurance Group	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10-11 Rnwl Certs REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			VIGP012755	11/20/2010	11/20/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 50,00 $ 5,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			TTXA50059101	11/20/2010	11/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0012106801	2/18/2010	2/18/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,00 $ 1,000,00 $ 1,000,00
D	Cargo Insurance All Risk w/exclusions			IIMP 388 76 31 02	11/20/2010	11/20/2011	Per Truck-No Reefer Coverage Deductible	$100,00 $1,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Wavier of Subrogation applies to the Workers Compensation as required by written contract between the insured and certificate holder.

CERTIFICATE HOLDER
(956) 292-7612
County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
J Blackshear Jr. CIC/

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2. **Presentation for discussion, consideration and action**

   Including, but not limited to, the following items in connection with New Adult Detention Center:

   a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

   b) Construction of additional pod(s)

   c) Selection and engagement of an architect for the construction of additional pods

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

   a) Renovations of administration building

   b) Other ongoing county owned building construction, renovation repair projects

   c) Emergency situations occurring since last agenda meeting

   NO ACTION taken on items 20.A.1 through 3.a, b, & c.

4. **AI-23558 Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"CRS-2 (Cationic Rapid Setting)Emulsified Asphalt" RFB No.: 2010-264-09-29-SGS.**

   On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

5. **AI-23994 Appointment and/or designation by Commissioner's Court of an evaluation committee to evaluate and score the proposals received for RFP No. 2010-373-11-10-YZV "Financial Advisory Services", as referenced in procurement packet so as to have in place prior to presentations by firms (as opted by CC o 11-16-10).**

   Judge Garcia: Yolanda Chapa

   Commissioner Quintanilla: Eddie Gonzalez

   Commissioner Palacios: Humberto Garza

   Commissioner Flores: Dr. Mona Parras

   Commissioner Garza: Joseph Palacios (As suggested/recommended by the Court)

   On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve the appointments.

B. Pct. 2

1. **AI-22906 Recommending award of bid and approval of contract to multiple lowest bidders meeting all specifications/requirements attached hereto for Commissioner Precinct 2-"Loading And Hauling Of Dirt" RFB No.: 2010-262-09-01-SGS.**

   On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-412-00-002-001-0-441	93RD DC-LAND & BLDG RENTALS	1,300.00	.00	.00	.00	1,300.00	.00
1-1100-412-00-010-001-0-441	430TH DC-LAND & BLDG RENTALS	100,087.80	81,518.40	13,929.06	13,929.06	4,640.34	95.36
1-1100-412-00-064-001-0-441	JP PCT 2/PL 2-LAND & BLDG RENTALS	6,688.22	.00	.00	.00	6,688.22	.00
1-1100-412-00-090-001-0-441	DIST CLERK-LAND & BLDG RENTALS	1,900.00	.00	1,740.00	1,740.00	160.00	91.58
1-1100-415-00-115-002-0-441	CO WIDE ADM-LAND & BLDG RENTALS	267,912.20	165,200.00	70,800.00	70,800.00	31,912.20	88.09
1-1100-415-00-200-001-0-441	INFO TECH DEPT-LAND & BLDG RENTALS	1,740.00	1,450.00	290.00	290.00	.00	100.00
1-1100-415-00-200-002-0-441	IT COUNTYWIDE-LAND & BLDG RENTALS	1,740.00	.00	.00	.00	1,740.00	.00
1-1100-421-00-125-011-0-441	TX DPS-LAND & BLDG RENTALS	35,280.00	26,460.00	8,820.00	8,820.00	.00	100.00
1-1100-421-00-280-001-0-441	SHERIFF-LAND & BLDG RENTALS	30,000.00	.00	5,100.00	5,100.00	24,900.00	17.00
1-1100-423-32-330-001-0-441	JUV DET HM-LAND & BLDG RENTALS	3,500.00	3,480.00	.00	.00	20.00	99.43
1-1100-423-60-330-002-0-441	JUV PROB-LAND & BLDG RENTALS	3,480.00	3,480.00	.00	.00	.00	100.00
1-1100-429-00-300-023-0-441	EMERG SRVS-EM-LAND & BLDG RENTALS	91,483.00	29,930.40	18,153.60	18,153.60	43,399.00	52.56
1-1100-432-00-121-001-0-441	PCT1 SANITATION-LAND & BLDG RENTALS	12,000.00	7,100.00	1,900.00	1,900.00	3,000.00	75.00
1-1100-432-00-123-001-0-441	PCT3 SANITATION-LAND & BLDG RENTALS	108,000.00	81,000.00	27,000.00	27,000.00	.00	100.00
1-1100-432-00-124-001-0-441	PCT4 SANITATION-LAND & BLDG RENTALS	9,000.00	3,000.00	.00	.00	6,000.00	33.33
1-1100-441-00-340-003-0-441	HEALTH CLINICS-LAND & BLDG RENTALS	1,500.00	.00	.00	.00	1,500.00	.00
1-1200-431-00-122-006-0-441	PCT2 P/U RD-LAND & BLDG RENTALS	10,647.00	6,895.85	.00	.00	3,751.15	64.77
1-1292-441-00-350-001-1-441	WIC ADM-LAND & BLDG RENTALS	391,715.40	279,112.70	108,829.80	108,829.80	3,772.90	99.04
1-1293-441-00-340-012-1-441	IMM DIV LOCAL-LAND & BLDG RENTALS	6,000.00	5,900.00	.00	.00	100.00	98.33
1-1293-441-00-340-042-1-441	PPCPS/PHER-LAND & BLDG RENTALS	30,000.00	.00	.00	.00	30,000.00	.00
1-1297-423-00-320-020-1-441	SATF-LAND & BLDG RENTALS	40,000.00	.00	15,000.00	15,000.00	25,000.00	37.50
1-1297-423-00-320-030-1-441	CRTF-LAND & BLDG RENTALS	48,000.00	.00	18,000.00	18,000.00	30,000.00	37.50

AI-25534 **16.A.6.**

Bid Award for Roadway Light Fixtures and Maintenance for Pct's 1 & 3
CC REGULAR

Date:	03/15/2011
Submitted By:	PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to the sole bidder (Lumatec) meeting all specifications and/or requirements for "Roadway Light Fixtures and Maintenance for Precincts No. 1 & 3" .(RFB No.: 2011-017-02-09-CGA)

BACKGROUND

New contract to commence begining April 28, 2011 thru April 27, 2012.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-433

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PCT1 P/U RD-R&B R&M SERVICE
$18,150.00 available balance as of 03/09/11. **Note:** Services are on an as needed basis.

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-431-00-123-030-0-841

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

TXDOT-US83 ILLUMINATION-AID TO GOVT AGEN
$1,800.00 available balance as of 03/09/11. **Note:** Services are on an as needed basis.

Attachments

Link: Pct's Approval

Link: Participation/Tab Sheet

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	03/08/2011 02:23 PM	APRV
2	Budget & Management	Erika Zamora	03/08/2011 02:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/09/2011 10:55 AM	APRV

4	Auditor's Office	03/10/2011 03:54 PM	NEW
Form Started By: Gricelda Villarreal		Started On: 02/28/2011 01:41 PM	
Final Approval Date: 03/10/2011			

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

To: Honorable Joel Quintanilla
Hidalgo County Commissioner Pct. 1
Attn: Domingo Morin

Honorable Joe M. Flores
Hidalgo County Pct. #3
Attn: Norma Ceballos

From: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

Re: Specifications for:
"RFB - Hidalgo County- Roadway Light Fixtures"

Date: January 4, 2011

Please find the above-referenced project for your review, comments, opinions and recommendations regarding the requirements/specifications and evaluation process.

Please respond by no later than 3:00 p.m., Wednesday, January 12, 2010, with any additions, deletions and/or changes to the specifications".

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE ☒ DISAPPROVE ☐ (Attach Changes)

FUNDS AVAILABILITY: X Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: 1-120-431-00-121-005-0-433

Joel Quintanilla

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

To: Honorable Joel Quintanilla
Hidalgo County Commissioner Pct. 1
Attn: Domingo Morin

Honorable Joe M. Flores
Hidalgo County Pct. #3
Attn: ~~Gloria Bolivar~~ **Norma Ceballos**

From: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

Re: Specifications for:
"RFB - Hidalgo County- Roadway Light Fixtures"

Date: January 4, 2011

Please find the above-referenced project for your review, comments, opinions and recommendations regarding the requirements/specifications and evaluation process.

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If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE ☑ DISAPPROVE ☐ (Attach Changes)

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: 0-1315-431-00-123-030-0-841

Joe M. Flores, Commissioner 1/7/10

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: February 9, 2011 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY PCTS' 1 & 3 –ROADWAY LIGHT FIXTURES MANTENANCE.
BID NO.: 2011-017-02-09CGA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS
Jas Electric Inc. David Casarez Nyrs1018@yahoo.com	Email	CGA Via email	1/29/11	1943 Portland McAllen, Tx (956) 287-3233
Texas Diamond Construction Frank Nava Lgonzales10@vanguardeng.com	Email	CGA Via email	1/29/11	4019 Exp 83 Weslaco Tx 78596 (956) 514-5086
Austin Traffic Signal Steve Rutledge stever@atscc.com	Email	CGA Via email	1/29/11	2431 FM 493 Donna Tx 78543 (956) 239-1615 / (956)461-2452
Lumatec Lighting Service Victor Rios Lumateclighting2000@yahoo.com	email	CGA Via email	1/29/11	PO BOX 2225 McAllen Tx 78502 (956) 664-1854
EFS Industries Eddie Fuentes Eddie4999@yahoo.com	Email	CGA Via email	1/29/11	406 E. 30th Mission Tx 78572 (956) 463-5708
James L. Bantz, III James.bantz@metroelectric-rgv-com	Email	CGA	1/29/11	(956) 686-2323 Ext. 120 (956) 686-2406 fax
Asset Lighting & Electric, Inc. assetlighting@verizon.net	Email	CGA	1/29/11	PH: 732-942-7738 Fax: 732-942-4671
D&G Energy Corp Leo Garcia denergycorp@att.net	Email	CGA	1-25-11	Ph 956-686-6040 Fax: 956-686-2405
SOL Technologies, LLC Israel Ortiz iortiz@soltechnologiesllc.com	Email	CGA	1-25-11	Ph: 956-975-2510 Fax: 956-447-8019
Maxine P. Vieyra Mp_vieyar316@hotmail.com	Email	CGA	1-31-11	Ph: 956-624-3701

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT'S 1 & 3

BID OPENING DATE: FEBRUARY 9, 2011	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: ROADWAY LIGHT FIXTURES MAINTENANCE

BID NO: 2011-017-02-09-CGA

BID # RFB#	NAME OF COMPANY	AKNOWLEDGMENT OF RECEIPT
#1	Lumatech	√
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

HIDALGO COUNTY
PRECINCT NO's. 1 & 3
ROADWAY LIGHT FIXTURES MAINTENANCE

RFB NO. 2011-017-02-09-CGA

TABULATION SHEET

Item #	QTY.	**DESCRIPTION**	**Unit Cost**
1	1	Lane closure	$5,000.00
2	1	Remove and replace luminaire fixtures	$ 425.00
3	1	Replace wire and fuses	$ 460.00
4	1	Remove and replace photo calls	$ 95.00
5	1	Remove and replace lamps	$ 125.00
6	1	Remove and replace ballasts	$ 325.00
		Reset up to 50' pole (includes but not limited to resetting/replacement of: pole, mast arm, luminaires with the reuse of existing concrete base and anchor bolts) Total labor/materials/equipment per pole	$5,000.00
		Re-lamp poles (lighting standards up to 50' foot poles) includes work necessary to make light fixtures function correctly. Total Labor, Materials and Equipment per pole.	$ 150.00
		Trencher and operator: to include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade. Common: (per foot)…….. Rocky: (per foot)……..	 $2.50 $3.25
Item		Summary of Labor and Equipment Classifications	Hourly Rates
A		Foreman	$ 45.00
B		Electrician	$ 30.00
C		Operator	$ 35.00
D		Ground Men/Labor	$ 17.50
E		12 ton 56" JLG Crane	$150.00
F		4 ton 46' Nat'l Crane with bucket	$125.00
G		Altec AM 660 bucket 40'	$100.00
H		Hi ranger TDI 65 55'	$125.00
I		30 HP 360 case trencher/backhoe	$120.00
J		6010 case directional drill up to 4" inch	---No Bid---
K		6010 case directional drill up to 8" inch	---No Bid---
L		Water truck with mud system	---No Bid---
M		Dump truck	$ 75.00
N		1 ton Pick- up with tools	$ 50.00
O		Generator	$100.00
P		Compressor	$ 95.00
Q		Digger Derrick	$150.0
R		Vacuum excavator	---No Bid---

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-017-03-15

THIS CONTRACT is made and entered into this 28th day of April, 2011 by and between the County of Hidalgo, Texas ("County"), and **Victor T. Rios, a resident of Hidalgo County, Texas d/b/a Lumatec Lighting Service,** a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to request for bids for **"Roadway Light Fixtures Maintenance (for Hidalgo County Precincts' Nos. 1 & 3)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **April 28, 2011** and ending **April 27, 2012** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner Suite J
Edinburg, Texas 78539

If to Company **Lumatec Lighting Service**
Attn.: Victor T. Rios-Owner
P.O. Box 2225
McAllen, Texas 78502-2225

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2011.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Exhibit "A"

HIDALGO COUNTY
(Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09CGA
February 9, 2011

REQUIREMENTS, GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking vendor(s) for "**ROADWAY LIGHT FIXTURES AND MAINTENANCE",** with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Term: The term of the contract shall be for a period of one (1) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the award of the new bid contract term.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E, F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

HIDALGO COUNTY
(Precinct Nos. 1 & 3)

"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09CGA

SPECIFICATIONS

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.

2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.

3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.

5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.

6. **BIDDER REQUIREMENTS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.

7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an **"As Needed Basis Only"**.

8. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.

9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.

10. The following price schedule will be utilized throughout the agreement period to pay for services.

11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

13. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.

14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

15. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on **"as needed basis".**

16. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

17. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form.

18. Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the id specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking action hereon. In cases of discrepancy between unit price and extension, the unit price shall govern.

19. Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be routed to:

    Martha L. Salazar, CPPB/Purchasing Agent
    Hidalgo County Purchasing Department
    New Administration Building
    2802 S, Business Hwy. 281
    Edinburg, Texas 78539

20. All written inquiries will be accepted via facsimile (956) 318-2626 or via-email to: cris.villarreal@co.hidalgo.tx.us by no later than Wednesday, **February 2, 2011** by 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile or email by no later than 5:00 p.m. on Friday, **February 4, 2011**.

CLARIFICATION: Traffic control is to be included in all costs bid. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

HIDALGO COUNTY (PALMVIEW)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

Client#: 9701 LUMALIG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Lumatec Lighting Service P O Box 2225 McAllen, TX 78502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Essex Insurance Company — 39020 INSURER B : Hartford Underwriters Ins Co — 30104 INSURER C : Charter Oak Fire Insurance Comp — 25615 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			3D7548	03/29/2010	03/29/2011	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:500						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			BA5943B49710SEL	01/20/2011	01/20/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65WECZT4482	01/22/2011	01/22/2012	X WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [Y]	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Roadway Light Fixtures & Maintenance
Bid #: 2011-017-02-09CGA
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
(Precinct No's 1N3)
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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DESCRIPTIONS (Continued from Page 1)

February 9, 2011 - 9:30AM
** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Victor Rios

** Supplemental Name **
First Supplemental Name applies to all policies - Name Printed on DEC Page: Lumatec Lighting Service
First Supplemental Name applies to all policies - Victor Rios dba

Schedule of Commercial Vehicles

Print Date: 02/24/11

Client Name and Address	Company	Agency Name and Address
Lumatec Lighting Service P O Box 2225 McAllen, TX 78502	Charter Oak Fire Insuranc Policy Number: BA5943B49710SEL Effective Date: 01/20/11 Expiration Date: 01/20/12	Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502

Veh. #	Clt. #	Vehicle Description / Garage Location	Body Type	GVW / GCW / Cost New	Comp Ded	Vehicle I. D. Number / Coll Ded	ST	Date On / Class Code	Date Off / Premium
1	2	1999 Ford F800 Truck McAllen, TX78505	TK	45000		3FEXF8014XMA13479	TX	01/20/11	1045.00
2		1998 Ford F800 Bucket McAllen, TX78505	TK	45000		1FDXF80E6WVA04150	TX	01/20/11	1045.00
3		1990 Chevrolet Bucket McAllen, TX78502	TK	20000		1GBL7H1J1LJ201133	TX	01/20/11	939.00
4		1989 Ford Digger McAllen, TX78502	TRUCK	45000 $20,000		1FDXR82A5KVA08508	TX	01/20/11	1401.00
5		2008 Ford F150 McAllen, TX78502	PU	10000 $19,463	$1,000	1FTRF12228KF05788 $1,000	TX	01/20/11	1120.00
6		2000 Ford F350 McAllen, TX78502	PU	20000		3FDWF36F1YMA26262	TX	01/20/11	939.00
7		2008 Ford F150 McAllen, TX78502	PU	10000 $23,350	$1,000	1FTRF12278KF05897 $1,000	TX	01/20/11	1120.00

Schedule of Commercial Vehicles

Print Date: 02/24/...

Client Name and Address	Company	Agency Name and Address
Lumatec Lighting Service P O Box 2225 McAllen, TX 78502	Charter Oak Fire Insuranc Policy Number: BA5943B49710SEL Effective Date: 01/20/11 — Expiration Date: 01/20/12	Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502

Veh. #	Clt. #	Vehicle Description / Garage Location	Body Type	GVW / GCW / Cost New	Comp Ded	Vehicle I. D. Number / Coll Ded	ST	Date On / Class Code	Date Off / Premium
1	2	1999 Ford F800 Truck McAllen, TX78505	TK	45000		3FEXF8014XMA13479	TX	01/20/11	1045.00
2		1998 Ford F800 Bucket McAllen, TX78505	TK	45000		1FDXF80E6WVA04150	TX	01/20/11	1045.00
3		1990 Chevrolet Bucket McAllen, TX78502	TK	20000		1GBL7H1J1LJ201133	TX	01/20/11	939.00
4		1989 Ford Digger McAllen, TX78502	TRUCK	45000 $20,000		1FDXR82A5KVA08508	TX	01/20/11	1401.00
5		2008 Ford F150 McAllen, TX78502	PU	10000 $19,463	$1,000	1FTRF12228KF05788 $1,000	TX	01/20/11	1120.00
6		2000 Ford F350 McAllen, TX78502	PU	20000		3FDWF36F1YMA26262	TX	01/20/11	939.00
7		2008 Ford F150 McAllen, TX78502	PU	10000 $23,350	$1,000	1FTRF12278KF05897 $1,000	TX	01/20/11	1120.00

AI-25621 **16.A.7.**

Award "Raw Pit Run and/or Pit Run Caliche"

CC REGULAR

Date:	03/15/2011
Submitted By:	PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Recommending bid award to lowest bidder meeting all specifications and/or requirements for: Hidalgo County Pct 3 "Raw Pit Run and/or Pit Run Caliche" (Bid No.: 2011-094-03-08-MEG).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-731

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 3/10/11 is $85,136.71.

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-731

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 3/10/11 is $36,500.00.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-673

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 3/10/11 is $48,632.44.

Attachments

Link: Contract

Link: Tabulation Sheet

Link: Grid

Link: Memo of Approval

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	03/09/2011 01:10 PM	APRV
2	Budget & Management	Erika Zamora	03/09/2011 01:47 PM	APRV
3	Perla Lopez	Perla Lopez	03/10/2011 09:18 AM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Elena Gomez

Started On: 03/03/2011 04:09 PM

Final Approval Date: 03/10/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-00

THIS CONTRACT is made and entered into this_____ day of _____,2011by and between the County of Hidalgo, Texas ("County"), and _____("____").

WHEREAS, Company responded to request for bids for "**Crushed Raw Pit Run And Pit Run Caliche." (**the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County Precinct No. 3** following a request for

DRAFT

Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **_____, 2011** and ending **_____, 2012** and may be extended at the sole discretion of County for an additional one (1) year term at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

DRAFT

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

DRAFT

If to Company

_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2011.

COUNTY OF HIDALGO

ATTEST: By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr. County Clerk

DRAFT

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on:

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

DRAFT

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Pct 3

BID OPENING DATE: MARCH 08, 2011

DESCRIPTION OF BID: "RAW PIT RUN and/or PIT RUN CALICHE"

BID NO: 2011-094-03-08-MEG

	VENDORS NAME	Locations of Pit(s)	Cost Per Ton	ADDENDUM #1
1	Valley Caliche PO Box 1086 Mission, Texas 78573	the corner of FM 490 & Texan Road, East of McCook, Texas (F.O.B. Houts Pit.)	**$ 1.50 per ton** **F.O.B Pit**	U
2	Roy's Hauling PO Box 1896 Edinburg, Texas 78540	1.) 4 miles N of FM 1925 off Big Fire Rd. Edinburg, Texas 2.) San Manuel Pit, off FM 3250 & Shelly Lori Rd.	**$ 1.90 per ton**	U
3	Frontera Materials PO Box 1449 Elsa, Texas 78543	4 Miles West of US 281 on FM490 (490 Pit)	**$ 2.25 per ton** **F.O.B. Pit**	U
4			**$ _____**	
5			**$ _____**	
6			**$ _____**	
7			**$ _____**	
8			**$ _____**	
9			**$ _____**	
10			**$ _____**	

HIDALGO COUNTY PCT #3
GRID
"RAW PIT RUN AND PIT RUN CALICHE"
RFB NO.: 2011-094-03-08-MEG

COMPANY NAMES	LOCATION OF PIT	Bid Price Per Ton (A) price per a 22 ton load	Total Miles round trip	(B) MAN POWER COST Round trip time	(B) MAN POWER COST Driver's Hourly Wages	Total Hauling Cost For Pct. (A)+(B)=
VALLEY CALICHE PRODUCTS, INC.	the corner of FM 490 & Texan Road, East of McCook, Texas	1.50 $ 33.00	39 miles	1 hour 10min $ 16.64	15.13 per hr	$ 49.64
ROY'S HAULING SERVICE, INC.	**1.)** 4 miles N of FM 1925 off Big Fire Rd. Edinburg, Texas	1.90	81.4 miles	1 hr 48 min 2 hr 30 min	15.13 per hr	**1.** $ 64.19
	2.) San Manuel Pit, off FM 3250 & Shelly Lori Rd	$ 41.80	127 miles	**1.** $ 22.39 **2.** $ 34.80		**2.** $ 76.61
FRONTERA MATERIALS, INC.	4 Miles West of US 281on FM490 (490 Pit)	2.25 $ 49.50	87.5 miles	1 hr 59 min $ 24.06	15.13 per hr	$ 73.56

MEMORANDUM

TO: Dr. Mona R. Parras
Chief Administrator, Pct 3

ATTN: Norma Ceballos,

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: March 8, 2011

RE: **RFB NO.: 2011-094-03-08-MEG HIDALGO COUNTY PRECINCT NO.3– "RAW PIT RUN and/or PIT RUN CALICHE"**

Enclosed you will find the tabulation sheet from the three participants regarding the above referenced project for your review and comments.

Please respond no later than Wednesday March 8, 2011 by 3:00 p.m. by marking approved or disapproved along with your budget information.

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ APPROVED ☐ DISAPPROVED

BUDGET ACCOUNT # 1-1200-431-00-123-005-0-731 or 673
1-1100-415-00-115-002-0-731

Concerns/Comments: _____

Authorized Signature/ Printed Name | Precinct #3 Department | 3/9/11 Date

AI-25693 **16.A.8.**

Legal Services-Census Undercount Challenge

CC REGULAR

Date:	03/15/2011
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Acceptance and approval of the separate proposed Letter of Engagement as permitted under the current contract with the Hon. Rolando Rios for the provision of legal services to commence the: Census Undercount Challenge Project for Hidalgo County;

b. Requesting exemption from competitive bidding requirements under, Texas Local Government Code, 262.024 (2)(4), a professional service;

c. Acceptance and approval of a Letter of Engagement with the Hon. Jose Garza for the provision of legal services to commence the: Census Undercount Challenge Project for Hidalgo County.

BACKGROUND

Immediate commencement of the Census Undercount Challenge is required so as to meet any deadlines. In addition, undercount figures have a direct economic impact to our County. Volume of work for such a challenge requires the services of more than one qualified attorney.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-30-125-006-0-333

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$435,818.88 available funds as of 03-10-11.
Expenses may be reclassified at later date.

Attachments

Link: Engagement

Link: contract

Link: Engagement Letter for Legal Svcs.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 02:51 PM	APRV

2	Budget & Management	Erika Zamora	03/10/2011 02:51 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/10/2011 03:39 PM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Gricelda Villarreal Started On: 03/09/2011 04:13 PM

Final Approval Date: 03/10/2011

C-09-145-08-18

ROLANDO L. RIOS AND ASSOCIATES, PLLC

www.riosredistricting.com rrios@rolandorioslaw.com

REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and **Hidalgo County** (the Jurisdiction) for the purpose of providing redistricting services.

A. SERVICES

1.) Early Estimate of Population Disparity and prepare pre-census analysis: Analysis of the existing single member districts of the commissioner's, justices of the peace and constable precincts to determine potential changes using latest demographic, census and voter registration updates. Prepare ratios of population to elected official where appropriate for analysis and decision making. This process will take place in **2009-2010**

2.) Redistricting Plans: Prepare redistricting plans using the latest population data for the commissioners' consideration and selection. This process will occur as the latest population data becomes available. **2010-2011**

3.) Federal and State Approval: Submit to the United States Department of Justice for approval the adopted plan in time for the planned elections. This process will take place in **2010-11**.

B. TASKS: Attachment A list tasks designed to accomplish services and is incorporated as part of this contract.

C. DATA: The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2010 United States Census Data. The Firm agrees to use electronic software that is compatible with software used by the Jurisdiction. Upon approval of a redistricting plans by the Jurisdiction, the Firm agrees to submit and obtain approval by the United States Department of Justices as required by Section 5 of the Federal Voting Rights Act, 42 USC 1973c.

D. FEE STRUCTURE

1.) With a population of approximately **752,909** (latest average estimate) the Jurisdiction agrees to pay **$** as total fee for redistricting services plus costs not to exceed **$** . Said project is to use the latest census data available. The fee will be paid as described follows:

a.) Payments of $ for the first 22 Tasks with deliverables as described in **Attachment A** and two final payments of $ each upon completion of **Task 23 and 24.**

b.) Seven of the Tasks are to be completed in 2009 as proposed in **Attachment B**;

c.) Four of the Tasks are to be completed in 2010 as proposed in **Attachment B**;

d.) The remaining thirteen Tasks are to be completed in 2011 as proposed in **Attachment B**; however, Tasks described for completion in late 2010 or early 2011 may be modified depending upon availability of the census block data and agreed to by the parties.

e.) All work described in **Attachment B** will not proceed until **Hidalgo County** has approved and issued a **Work Authorization**.

f.) Cost and expenses will be billed as incurred with each Task and will include costs for the following activities and as further described in **Attachment C**:

A. Printing Maps – color or black and white.
B. Travel expenses for meetings with clients and staff.
C. Costs associated with conducting public hearings as recommended by clients.
D. Copying, document preparation, faxes and scanning.
E. Postage and fed express.
F. Costs associated with purchasing data sets from US Census Bureau.

E. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm

may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for services described herein will be fixed at $ per hour for attorney time and $ per hour for paralegal fees.

Executed this 18th day of August, 2009.

ROLANDO L. RIOS & ASSOCIATES, PLLC

by: _____
Rolando L. Rios
Title: Owner

HIDALGO COUNTY

by: _____
Juan D. Salinas, III
Title: County Judge

Attest:

by: _____
Arturo Guajardo Jr., County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

by: _____
Stephen L. Crain, Attorney

ATTACHMEMT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2. Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3. Download and analyze voter registration and turn out for general elections from 2000 to present.

4. Download existing single commissioner districts and provide analysis of population with demographics.

5. Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turn out using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive experience in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

A M E N D E D

SCHEDULE OF WORK PRODUCT DELIVERABLES:

2009: ***delivery of work product for Task 1 through 5 as follows:***

1 Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2 Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3 Download and analyze voter registration and turn out for general elections from 2000 to present.

4 Download existing single commissioner districts and provide analysis of population with demographics.

5 Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

2009: ***delivery of work product for Task 6 through 7 as follows:***

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turnout using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

2010: *delivery of work product for Task 8 through 11 as follows:*

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

2011: ***delivery of work product for Task 12 through 24 as follows:***

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

ATTACHMENT C

SCHEDULE OF COSTS:

A. Printing Maps – color or black and white.

i. Color – Letter or legal size .95
ii. Color – Ledger 2.30
iii. Black and white – letter or legal size .10
iv. Color wall size 15.00

B. Travel expenses for meetings with clients and staff.

i. Travel .58¢ per mile or cost of most economical airline tickets
ii. Air Travel most economical travel
iii. Hotel not to exceed $100 per day
iv. Meals not to exceed $39 per day

C. Costs associated with conducting public hearings as recommended by clients.

i. Travel (see para h above)
ii. Document preparation (see para j below)
iii. Rental of hearing rooms and audio equipment (as billed)

D. Copying, document preparation, faxes and scanning.

i. Copies .10¢
ii. Tabs, Alpha or Numeric .25¢
iii. Binding
    1. 1 inch $3.25
    2. 2 inch $5.25
    3. 3 inch $8.25

E. Postage and express mail.

i. US Mail as billed
ii. Express Mail as billed

F. Costs associated with purchasing data sets from US Census Bureau.

i. As billed by the United States Census Bureau

(All expenses will be provided with a receipt associated with each expense.)

ROLANDO L. RIOS AND ASSOCIATES, PLLC

www.riosredistricting.com rrios@rolandorioslaw.com

LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and **Hidalgo County** (the Jurisdiction) for the purpose of providing redistricting services. Every decade when the census is undertaken by the federal government, there is an undercount resulting in the missing (not counting) of persons. This is what is commonly know as the "undercount". South Texas is one of the areas where the undercount is more severe; there is evidence that the undercount results in the loss of federal and state funds and that it has an impact on political representation. The Jurisdiction wishes to explore all possible legal and political remedies to recapture whatever loss of resources results from the undercount.

A. SERVICES

1.) Analysis of accuracy of 2010 US Census and impact on local representation: Analysis of the 2010 US Census population data to test the accuracy of the data and measure potential undercount; impact of census on local political representation.

2.) Evaluate Accuracy Census Coverage Measurement Study : Coordinate, set and attend meetings with Census bureau on the Post Census Measurement Study; evaluate work being done on South Texas. Use the political and legal process to gain access to decision makers at the Census Bureau with the goal of improving the accuracy of the count in South Texas.

3.) Prepare legal strategy on census litigation viability: Review existing law and evaluate viability of legal claims, draft pleadings and set legal strategy. Consider potential for hiring demographer with expertise in taking census.

B. TASKS: Attachment A list tasks designed to accomplish services and is incorporated as part of this contract.

C. DATA: The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2010 United States Census Data. The Firm agrees to use electronic software that is compatible with software used by the Jurisdiction. Upon approval of a redistricting plans by the Jurisdiction, the Firm agrees to submit and obtain approval by the United States Department of Justices as required by Section 5 of the Federal Voting Rights Act, 42 USC 1973c.

D. FEE STRUCTURE

1.) The Jurisdiction agrees to pay fees not to exceed $ 165,000.00 for professional services plus costs not to exceed $15,000.00 and Expert fees not to exceed $25,000. Said project is to use the latest census data available. The fee will be paid as follows:

a.) Payments of fees at following rates:

a. Senior Attorney rates:	$ 225.00/hr.
b. Junior Attorney rates: (less than 5 yrs):	$155.00/hr.
b.) GIS personnel:	$ 95.00/hr
c.) Paralegal	$ 85.00/hr

a. Printing Maps – color or black and white.
b. Travel expenses for meetings with clients and staff.
c. Costs associated with conducting public hearings as recommended by clients.
d. Copying, document preparation, faxes and scanning.
e. Postage and fed express.
f. Costs associated with purchasing data sets from US Census Bureau.

E. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for services described herein will be fixed at $225 per hour for attorney time and $85 per hour for paralegal fees**.**

Executed this _____ day of _____, 2011.

ROLANDO L. RIOS & Associates, PLLC

by:_____
Rolando L. Rios
Title: Owner

HIDALGO County

by:_____

Title: County Official

ATTACHEMNT A

TASKS:

1 Review data on prior census undercounts and review procedures used in Hidalgo County for the 2010 US Census; interview and retain expert witness (demographer, census taker) to review procedures used in Hidalgo County during the 2010 US Census; document implication of procedures on the expected undercount;

2 Identify problem geographic areas suspected of being undercounted and compare census numbers with local areal photos, local knowledge, etc;

3 Supervise preparation of expert report on the 2010 US Census procedures used in Hidalgo County; confer with clients on potential federal legal claims;

4 Meet with local congressional delegation to arrange conferences with Department of Commerce and Census Bureau officials on Hidalgo County claims based on expected undercount;

5 Review potential legal claims and draft pleading for potential federal litigation;

6 Analysis of existing state legislative districts; download shapes files and prepare report on population deviations and potential necessary changes;

7 Prepare legislative (congressional and state house) district plans for client and obtain client input;

8 Provide input during State Redistricting Process to reflect Hidalgo County interests; present plans at Redistricting Hearings;

9 Prepare comments and present witnesses to United States Department of Justice(DOJ), Voting Section, during DOJ review of Legislative Districts proposed by the State of Texas;

10 Analysis of adopted Legislative Plans using 2010 census data and legal requirements of the 14$^{i3'}$ Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983;

11 Prepare potential intervention pleadings for federal or state legal proceeding involving 2010 Legislative Redistricting;

(The listed tasks are not necessarily in chronological or sequential order nor is the list intended to be exhaustive; work may be conducted on numerous tasks simultaneously)

ATTACHMENT B

Costs:

A Printing Maps – color or black and white.

i. Color – Letter or legal size .95
ii. Color – Ledger 2.30
iii. Black and white – letter or legal size .10
iv. Color wall size 15.00

B Travel expenses for meetings with clients and staff.

v. Travel .58 per mile or cost of most economical airline tickets
vi. Air Travel most economical travel
vii. Hotel not to exceed $100 per day
viii. Meals not to exceed $39 per day

C Costs associated with conducting public hearings as recommended by clients.

ix. Travel (see para h above)
x. Document preparation (see para j below)
xi. Rental of hearing rooms and audio equipment (as billed)

D Copying, document preparation, faxes and scanning.

xii. Copies .10
xiii. Tabs, Alpha or Numeric .25
xiv. Binding
1. 1 inch 3.25
2. 2 inch 5.25
3. 3 inch 8.25

E Postage and express mail.

F

xv. US Mail as billed
xvi. Express Mail as billed

G Costs associated with purchasing data sets from US Census Bureau.

xvii. As billed by the United States Census Bureau

(All expenses will be provided with a receipt associated with each expense)

LAW OFFICE OF JOSE GARZA
7414 Robin Rest Dr.
San Antonio, Texas 78209
210-392-2856
garzpalm@aol.com

March 8, 2011

Honorable Ramon Garcia
County Judge
Hidalgo County, Texas
Edinburg, Texas 78539

RE: ***Engagement Letter for Legal Services***
Attention: Martha Salazar, Purchasing Agent

Dear Judge Garcia:

Pursuant to your request, this engagement letter for legal services is being submitted for review and approval by the Hidalgo County Commissioners Court.

The Law Office of Jose Garza is honored to have the opportunity to provide legal advice and representation to Hidalgo County and now submits this Engagement Letter for your review and approval.

Professional Undertaking and Scope of Work:

The Law Firm will undertake to provide to the County legal advice and representation on matters dealing with the potential Census undercount. This Engagement Letter establishes a limited attorney-client relationship between the Law Firm and the County. The Law Firm will provide advice and representation to Hidalgo County regarding legal and litigation matters dealing with a potential claim against the Department of Commerce and the Bureau of the Census for failure to conduct an accurate and reliable census for the County and other Texas border regions as directed by the County Commissioners Court for Hidalgo County. The Law Firm and Hidalgo County acknowledge and represent that this engagement does not establish an attorney-client relationship between the Law Firm and any individual member of the Hidalgo County Commissioners Court.

Attorneys Assigned:

Jose Garza will be the primary attorney in charge, responsible for services to you and will be responsible for determining the division of labor on this contract within the Law Office of Jose Garza. Moreover, with the approval of the County Judge and in order to provide you with both the best and the most cost effective representation possible, the Law Office of Jose Garza may involve associate attorneys and/or co-counsel, for certain

tasks. The fee described below and agreed to herein shall include any associate attorneys of the Law Office of Jose Garza.

Fees:

The Firm will be compensated at the following rates for the time periods indicated:

Pre litigation investigation and research:		
	Jose Garza	$250.00 per hour
	Paralegals	at cost
Litigation activities:		
	Jose Garza	$295.00 per hour
	Paralegals	at cost

The fee described above will be capped at $176,000. Moreover, in the event of an award of attorneys' fees and costs in any litigation associated with this agreement, the Firm agrees to reimburse Hidalgo County on a pro rated basis. Thus and for example, should an award by a court or in settlement of a fee claim be made that compensates the firm for a percentage of the actual market value of the services provided to the County, that percentage will be applied to the outlay by the County and reimbursement will be made for that amount. Any award or settlement of costs incurred by the County will of course be reimbursed in full.

Costs and Expenses:

Costs associated with the representation will be billed separate and apart from the legal fees described above. Miscellaneous charges and costs will be billed as follows:

Copies:	$.15 per copy
Out of town mileage:	$.50 per mile
Electronic Research:	at cost
Long distance telephone calls:	at cost
UPS, Fed. Exp. etc.:	at cost

Travel (most economical manner available): at cost

Litigation costs (those costs typically associated with litigation in which the firm represents the County such as deposition costs, filing fees, exhibit preparation, witness expenses and fees, including but not limited to expert witness fees): at cost

There is no cost for clerical work.

Billing and payment:

The firm will send to Hidalgo County monthly invoices that itemize all fees and expenses incurred on your behalf. Invoices will be sent at the end of the month. Payment on each invoice shall be due within fourteen (14) days of receipt.

Termination:

Hidalgo County has the right to terminate representation upon written notice sent to:

LAW OFFICE OF JOSE GARZA
7414 ROBIN REST DR.
San Antonio, Texas 78209

The Law Firm has the same right regarding termination, except, of course, that any termination by the firm must be in conformance with the firm's obligations under the Rules of Professional Responsibility, including the obligation to provide the County sixty (60) days reasonable notice to allow Hidalgo County to arrange alternative representation so as not to prejudice the interests of the Hidalgo County.

If you have any questions or suggestions with regard to anything set out above or any other aspects of our relationship, please feel free to contact me. Otherwise, if all appears to you to be in order, please sign the enclosed copy of this letter below and return to us for our records.

The Firm is pleased to have the opportunity to reestablish a relationship with Hidalgo County, and look forward to working closely the members of the Hidalgo County Commissioners Court.

Sincerely,

LAW OFFICE OF JOSE GARZA

By: ___/s/Jose Garza_____
Jose Garza

ACCEPTED :

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

LAW OFFICE OF JOSE GARZA

By:_____
Jose Garza
Law Office of Jose Garza

Date: _____

AI-25674 **16.A.9.**

Old Admin Bldg Renovations Carrier Invoices
CC REGULAR

Date:	03/15/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting acceptance and approval of "Certificate of Substantial Completion" submitted by Carrier Corporation, reflecting substantial completion dated as of November 1, 2010 for the project: Hidalgo County Old Administration Building 3rd Floor Renovations-Replacement of Air Handler Unit" (2009-071C-MSS).

b. Acceptance and approval of Final Invoice No. B002136424 in the amount of $34,422.83 received from Carrier Corporation (awarded vendor through Buyboard Cooperative Purchasing Program contract 305-08 and 298-09) in connection with "Hidalgo County Old Administration Building 3rd Floor Renovations-Replacement of Air Handler Unit" in amounts (detailed herein) eligible for payment after review and complete processing procedures by Auditor with authority County Treasurer to issue payment.

BACKGROUND

Final testing of the A/C Handler was completed on November 1, 2010.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-419-40-220-043-0-452

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

CO,2006-ADM BLDG-100 E CANO-BLDG ADD & R
$1,444.50 available balance P.O. # 639924
$9,306.00 available balance P.O. # 639886
$6,336.00 available balance P.O. # 639881
$17,336.33 available balance P.O. # 625760

Attachments

Link: Final Invoice

Link: Certificate of Substantial Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:38 AM	APRV

2	Budget & Management	Erika Zamora	03/10/2011 11:09 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/10/2011 02:38 PM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Moises Salazar Started On: 03/09/2011 02:32 PM

Final Approval Date: 03/10/2011

INVOICE REPRINT

625760 N 12/21/10 B002136424

H23497 R84001 984S43301 600840 1
667 084 CONTR. LIC. #TACLA#00004767C

HIDALGO COUNTY PURCHASING
ATTN FACILITIES MGMT DEPT
P O BOX 1356
EDINBURG TX 78540-1356

CARRIER CORPORATION
P.O.BOX # 93844
CHICAGO, IL 60673-3844
INCLUDE YOUR CUSTOMER CODE
WHEN SUBMITTING PAYMENT

HIDALGO COUNTY 3RD FLOOR

100 E CANO ST
EDINBURG
TX

084 001 0.000 NO

1060 12/20/10

SPA CBSB EX05--

CARRIER RESERVES THE RIGHT TO
ASSESS INTERESTS AT THE MAX-
IMUM RATE ALLOWABLE BY LAW ON
AMOUNTS PAST DUE

001	1	QUOTED PRICE FINAL BILLING TO PROVIDE AHU, CTLS, VAV DUCTWORK PER CONTRACT. COMPLETED 12/2/2010	QUOT-PR EA	34422.83	34422.83

SUBTOTAL 34422.83
TOTAL 34422.83

IF QUESTIONS CONTACT: PAM JOUETT
AT PHONE: 210-495-2600
12625 WETMORE RD. SUITE 419
SAN ANTONIO, TEXAS 78247
REGULATED BY THE TEXAS
DEPARTMENT OF LICENSING AND
REGISTRATION PO BOX 12157
AUSTIN, TEXAS 78711
1-800-803-9202
REGULATED BY THE TEXAS STATE
BOARD OF PLUMBING EXAMINERS
PO BOX 4200 AUSTIN, TX 78765
1-800-845-6584
MASTER LICENSE M-7396

1 1/4 % 10 DAYS N30 DUE 01/19/11 NET 34422.83

CERTIFICATE OF SUBSTANTIAL COMPLETION

To Owner: Hidalgo County
100 East Cano
Edinburg, TX 78539

Contractor: Carrier Commercial Service
12625 Wetmore Road #419
San Antonio, TX 78247

Contract for: 3rd Floor HVAC Renovation

Contract #: 984S43301

Contract date: November 1, 2010

Designated portion shall include: Install AHU, VAV's and Controls on 3rd Floor

The work performed under this contract has been reviewed and is deemed to be substantially complete. The Date of Substantial Completion is, therefore, established for the portion noted above as: November 1, 2010 which is also the date of commencement of warranties required in the Contract Documents, except as stated below. Furthermore, Carrier certifies that the chillers will perform in accordance with the design specifications as verified by the attached output performance data.

The definition of the Date of Substantial Completion of the Work or designated portion noted above is the Date determined by the Owner when construction is adequately complete, in accordance with the Contract Documents, so the Owner may occupy or utilize the work or portion noted above for its intended purpose, as detailed in the Contract Documents.

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items included in the Punch List will be the date of completion of all items on the list.

The contractor agrees to complete or correct the Work on the Punch List within 60 days of the above Date of Substantial Completion.

Carrier Commercial Service _____ _____
Contractor By Date

Title

Hidalgo County _____ _____
Owner By Date

Title

The Owner accepts full responsibility for security, maintenance, utility costs, damage to Work, and insurance coverages necessary for the complete protection of all risks associated with the Project and its occupancy.

AI-25651 **16.B.1.**

Award of sealed quotes for Wastewater Services for Pct. 1

CC REGULAR

Date:	03/15/2011
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Recommending award (thru sealed quotes) and approval of contract to the sole bidder (Agustin Gomez Wastewater Services) meeting all specifications and/or requirements for "Waste Water Services for Pct. 1". (RFSQ No.: 2011-041-02-25-CGA)

BACKGROUND

Contract will commence on March 31, 2011 thru March 30, 2012.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-452-00-121-013-0-350

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 3-10-11 $10,350.00.

Monthly rate is $1,795.83 as per Exhibit B "Quote Page" of Consulting Services Agreement for waste water services.

Term of agreement is March 31, 2011 to March 30, 2012 (1 year) with an option to renew for an additional two one year terms under the same rates, terms, and conditions.

Attachments

Link: Pct. Approval

Link: Participation/Tabulation Sheets

Link: Agustin Gomez Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/09/2011 01:10 PM	APRV
2	Budget & Management	Erika Zamora	03/09/2011 01:49 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/10/2011 09:40 AM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Gricelda Villarreal Started On: 03/09/2011 09:20 AM

Final Approval Date: 03/10/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

To: Honorable Joel Quintanilla
Hidalgo County Commissioner Pct. 1
Attn: Noe Montez

From: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

Re: Tabulation Sheet for:
"RFSQ – " Waste Water Management System"

Date: February 28, 2011

Enclosed you will find the tabulation sheet from the sole participant regarding the above-referenced project for your review and comments.

Please respond by no later than 3:00 p.m., Friday, March 4, 2011, by marking approved or disapprove along with your budget information.

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: 1-1100-452-00-121-013-0-350

Noe M. Montez — Noe Montez — 3-1-11

AUTHORIZED SIGNATURE | PRINTED NAME | DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RFSQ LOG
SPECIFICATIONS/RFSQ PACKETS
RFB-RFP-RFQ-RFSQ

RFSQ OPENING DATE: February 25, 2011 **RFSQ OPENING TIME: 3:30 P.M.**
DEPARTMENT/QUOTE DESCRIPTION: HIDALGO COUNTY- PCT. 1 "WASTE WATER MANAGEMENT SYSTEM"
RFSQ NO.: 2011-041-02-25CGA

NAME OF VENDOR: COMPANY/FIRM	RFSQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS
Agustin Waste Water Services Attn: Agustin Gomez	Via email	CGA Augie21gomez@yahoo.com	2-16-11	209 W. Holy Innocent Dr. PO Box 1012 Elsa, Texas 78543 Ph: 956-369-1892 Cell: 956-472-6532
Guadalupe Garcia Sr.	Vie email	CGA bigfootgarica@hotmail.com	02-16-11	PO Box 462 Edcouch Texas 78548
Reynaldo Palomo	Via email	CGA rpalomo@mcallen.net	02-16-11	2409 S. 27th St McAllen, Texas 78501

HIDALGO COUNTY PURCHASING DEPARTMENT
QUOTE TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT #1

QUOTE OPENING DATE: FEBRUARY 25, 2011	**QUOTE OPENING TIME: 3:30 P.M.**

DESCRIPTION OF QUOTE: "WASTE WATER MANAGEMENT SYSTEM"

QUOTE NO: 2011-041-02-25-CGA

QUOTE #	NAME OF COMPANY	COST PER MONTH
#1	Agustin Gomez DBA/Waste Water Services	$1795.83
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSULTING SERVICES AGREEMENT
C-11-041-03-15

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made this 31st day of **March, 2011**, by and between, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas ("County"), and

Whereas, County is required to achieve and maintain compliance with the requirements of the Texas Commission on Environmental Quality ("**TCEQ**") with respect to certain operators at **Hidalgo County Precinct No. 1**, (the "Precinct") and

Whereas, to insure that the standards of the are met, it will be necessary for County to secure the assistance of a holder of a wastewater treatment plant operator's certificate, issued by **TCEQ**, and

Whereas, Agustin Gomez dba Gomez Wastewater Services possesses particular experience and expertise in the areas relating to compliance with **TCEQ** compliance, and possesses a Class A Wastewater Treatment Plant Operator's License, and

Whereas, County wishes to engage the services of **Agustin Gomez dba Gomez Wastewater Services** to assist County in securing and maintaining compliance with **TCEQ** regulations.

NOW, THEREFORE, IN consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1. **Agustin Gomez dba Gomez Wastewater Services** represents and warrants to County that he has experience and expertise in the field of compliance with **TCEQ** regulations, as the same relate to County's operations of the Park, and that he is the current holder of a Class A Wastewater Treatment Plant Operator's Certificate issued by **TCEQ**, as further described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes. In the event of the lapse, revocation or other termination of such license, this Agreement shall automatically terminate and be of no further force and effect. The fact of any such lapse, revocation or other termination **Agustin Gomez dba Gomez Wastewater Services** Class A Wastewater Treatment Plant Operator's Certification shall be immediately reported by **Agustin Gomez dba Gomez Wastewater Services** to the Hidalgo County Precinct No.1 Commissioner, and to the Hidalgo County Judge.

its operation of the Park and in the preparation of all reports and proposals which are necessary to assure that County is operating the Park in compliance with **TCEQ** regulations.

3. **Agustin Gomez dba Gomez Wastewater Services** shall present monthly reports, in person to the Hidalgo County Precinct No.1 Commissioner relating to **Agustin Gomez dba Gomez Wastewater Services** work under the provisions hereof and relating to the actions necessary by County in order to operate the Park in compliance with **TCEQ** regulations.

4. **Agustin Gomez dba Gomez Wastewater Services** shall submit monthly written invoices, describing in detail satisfactory to County, the services provided during the preceding month, under the terms of this Agreement. Upon receipt and approval of such invoices, they will be submitted for payment by the County. Compensation for the services herein described shall be **$1795.83** monthly, as further described in Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes.

5. **Agustin Gomez dba Gomez Wastewater Services** at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the prevision of consulting services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of **Agustin Gomez dba Gomez Wastewater Services** or any of his partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, civil service benefits, or employee benefits of any kind. **Agustin Gomez dba Gomez Wastewater Services** will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

6. Agustin Gomez dba Gomez Wastewater Services shall incur no financial obligation or any other obligation on behalf of County without prior written approval of the Commissioners' Court. **Agustin Gomez dba Gomez Wastewater Services** will be responsible for all personal and professional expenses incurred by **Agustin Gomez dba Gomez Wastewater Services.**

7. **Agustin Gomez dba Gomez Wastewater Services** will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgements, settlements, court costs and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligations undertaken or any covenant this Agreement, whether such act, omissions or failure was **Agustin Gomez dba Gomez Wastewater Services** or that of any person providing services hereunder by or through **Agustin Gomez dba Gomez Wastewater Services** upon written notice from County, **Agustin**

Gomez dba Gomez Wastewater Services will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. **Agustin Gomez dba Gomez Wastewater Services** will carry proper insurance with County named as an additional named insured to the extent such is reasonably available.

If to County:

The County Of Hidalgo
County Judge Ramon Garcia
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company:

Agustin Gomez
dba Gomez Wastewater Services
PO Box 1012
Elsa, Texas 78543

Each notice, demand, request or Communication which shall be delivered or mailed in the matter described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

8. This Agreement will be for a period of one (1) year with the County's option to renew for an additional two (2) one (1) year periods, under the same rates, terms and conditions and with the County's sole discretion to extend this agreement for an additional sixty (60) day grace period at the end of the term for unforseen delays in the award of the new bid and contingent upon cost to remain unchanged as set forth in Exhibit "B" attached hereto, unless this Contract is earlier terminated pursuant to the provisions herein, whichever occurs first with or without cause on thirty (30) days written notice to **Agustin Gomez dba Gomez Wastewater Services.**

9. Following the expiration or termination of this Agreement, **Agustin Gomez dba Gomez Wastewater Services** agrees to do nothing that may interfere with a County contract or in the operation of the Program.

Miscellaneous Provisions.

10.01 **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive, or judicial regulation, order or decree, or amended thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the

extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10.02 **No Waiver**. No Waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10.03 **Entire Agreement**. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and **Agustin Gomez dba Gomez Wastewater Services** and not otherwise.

10.04 **Texas Law to Apply**. This Agreement shall be construed under any Accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addressed as may have been therefore specified by written notice delivered in accordance herewith:

10.06 **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10.07 **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

10.08 **Assignment**. This Agreement shall not be assignable by either party hereto.

10.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provisions or paragraph hereof.

10.10 **Gender and Number.** All pronouns used in this agreement shall include the other gender, whether used in the masculine, feminine, or neuter gender, and

the singular shall include the plural whenever and so often as may be appropriate.

10.11 **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage

I0.12 **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

EXECUTED effective as of the day and year first written above.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title: _____

Approved on Commissioners' Court:_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"
Hidalgo County Precinct No.1
"Waste Water Management System"

RFSQ NO.: 2011-041-02-25CGA
QUOTE DUE DATE: February 25, 2011

OVERVIEW:

Hidalgo County Precinct No. 1 is currently soliciting sealed quotes from certified waste water operators with a Class "A" license issued by the T.C.E.Q for "Waste Water Management System". The awarded vendor will service, maintain and monitor the operation waste water facility at Delta Lake Park.

SCOPE OF SERVICES:

The scope of work required to be performed by the operator is keeping the facility in compliance thru constant monitoring and collecting the required samples as permitted by the issued permit consisting of a daily, weekly, monthly and quarterly samples and analyzed as per the permit requirements. Awarded vendor will also need to assist the Precinct with the renewal of permit (when applicable) in accordance to T.C.E.Q. (Texas Commission of Environmental Quality).

REQUIREMENTS:

1. Be Class "A" certified and must submit copies of certifications.
2. Have knowledge of the current rules and regulations in accordance with applicable T.C.E.Q. and EPA (Environmental Protection Agency) requirements.
3. Inspects the facility five days out of the seven day week accordingly to T.C.E.Q. and collect the facility data such as flows, dissolved oxygen levels, PH, chlorine residuals;
4. Maintain a record of all inspections and collections and keep a log in its maintenance requirements;
5. Must also visually check the pumps and its control and blower system on a daily basis;
6. Observe safety practices at all times;
7. Prepare weekly samples for analysis such as BOD, TSS, NH3, E-COLI and have knowledge of each analysis,
8. Awarded vendor must provide all necessary equipment, tools and/or any other materials required to perform services.
9. Provide monthly reports to Hidalgo County Precinct No. 1. Commissioner.
10. Keep facility in T.C.E.Q. compliance at all times;
11. Test water samples gathered from the facility must be sent to a state certified laboratory.
12. Laboratory must be approved by NELAC-Institute (National Environmental Laboratory Accreditation Conference).
13. In addition to the above samples, one yearly sample will be collected and analyzed for a complete water analysis Toxicity Characteristic Leaching Procedure (TCLP) Test.

QUOTES MUST HAVE:

The vendor must include a brief summary or overview of the services to be provided including:

1. The number of staff to be involved in the project;
2. An overview of the services being requested;

TERMS AND CONDITIONS:

1. If at any time it appears that Hidalgo County Precinct No. 1 will exceed $50,000.00 within the fiscal year, all service(s) will be suspended until a contract is obtained through the Hidalgo County bidding process.

2. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

3. Hidalgo County reserves the right to hold the quote for a period of ninety (90) days without taking any action.

4. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded vendor.

QUOTE DEADLINE:

Deadline for quote submission is Friday, February 25, 2011 at 3:30 P.M. One (1) original and three (3) copies of the sealed quote shall be addressed to:

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S, Business Hwy. 281
Edinburg, Texas 78539

TERM:

The contract term shall be for an initial period of one (1) year with County's option to renew for two (2) additional, one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for a sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

ADDITIONAL INFORMATION:

Information regarding this project can be addressed in writing and faxed to (956)292-7612 or by via email to: cris.villarreal@co.hidalgo.tx.us .

EXHIBIT "B"

QUOTE PAGE

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"WASTE WATER MANAGEMENT SYSTEM"
RFSQ NO.: 2011-041-02-25-CGA
QUOTE PAGE

PRICE PER MONTH: $ 1,795.83

VENDOR'S INFORMATION:

BIDDER/COMPANY NAME: Agustin Gomez Substitute Services

ADDRESS: P.O Box 1012

CITY/STATE/ZIP CODE: Elsa Tx. 78543

PHONE & FAX NO.: 956-472-6532

CELLULAR NO: 956-472-1180

AUTHORIZED SIGNATURE:

PRINTED NAME: Agustin Gomez

TITLE: Agustin Gomez Certified Operator

EMAIL ADDRESS: (IF AVAILABLE) augie2190462@yahoo.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/6/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

www.quirkco.com

CONTACT NAME:
PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Agustin Gomez
DBA Gomez Waste Water Service
P.O. Box 1012
Elsa, TX 78543

COVERAGES CERTIFICATE NUMBER: 8913815 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NC940663	3/18/2010	3/18/2011	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	☐ CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ Excluded
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Hwy. 281
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

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ODUCER

Reyes Insurance
401 S. Kansas Ste. A-1
Weslaco, TX 78596
(956) 968-6117 Fax: 968-4087

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: HOME STATE COUNTY MUTUAL	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

URED
AGUSTIN GOMEZ
DBA WASTEWATER SERVICE
PO BOX 1012
ELSA, TEXAS 78543

OVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 300,001
	☐ ALL OWNED AUTOS					
	☒ SCHEDULED AUTOS	TXC 8797127	02/15/11	02/15/12	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ERTIFICATE HOLDER

HIDALGO PRECINCT #1
ATTN: PURCHASING DEPT
2812 S HIGHWAY BUS.281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

GMAC Insurance

TEXAS LIABILITY INSURANCE CARD

THIS POLICY IS ADMINISTERED BY INTEGON NATIONAL INSURANCE AND WRITTEN BY:

Company Name		
Home State County Mutual		22780
Agent Name		Agent Number
Reyes Insurance Agency		0229217
Policy Number	Effective Date	Expiration Date
8797127	2/15/2011	2/15/2012

Named Insured/Driver - Address

AGUSTIN GOMEZ
PO BOX 1012
ELSA, TX 78543

TOLL-FREE CLAIM NUMBER - 1-800-468-3466

YEAR / MAKE / MODEL / VEHICLE IDENTIFICATION NUMBER

2000	HONDA	ACCORD EX	1HGCG3270YA005632

Fold on this line

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

KEEP THIS CARD IN YOUR MOTOR VEHICLE OR ON YOUR PERSON IN CASE OF AN ACCIDENT

1. Report to police, cooperate with the investigation, but do not assume responsibility for any damages or injuries caused in the accident.
2. Get the names and addresses of all parties damaged or injured, all witnesses and name of investigating officer.
3. Obtain license number of any other cars involved or at the scene.
4. Call our office in Winston-Salem, NC to report your accident.

Fold on this line

"Texas Liability Insurance Card"
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration;
- driver's license;
- motor vehicle safety inspection sticker.

You may also be asked to show this card or your policy if you have an accident or if a peace officer asks to see it. All drivers in Texas must carry liability insurance on their vehicles otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

"Tarjeta de Seguro de Responsabilidad de Texas"
Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor;
- licencia para conducir;
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide. Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de $15 por día).

Cut on dotted line

HERE IS YOUR AUTOMOBILE INSURANCE IDENTIFICATION CARD

• IMPORTANT •

KEEP THIS CARD IN YOUR VEHICLE AT ALL TIMES. WITH YOUR IDENTIFICATION CARD, YOU HAVE YOUR POLICY NUMBER CLOSE AT HAND, PLUS VALUABLE INSTRUCTIONS THAT WILL ASSIST YOU IN CASE OF A CLAIM. IN SOME STATES THE LAWS REQUIRE THIS TO BE SHOWN IN CASE OF AN ACCIDENT OR VIOLATION.

WE HAVE ALSO DISPLAYED OUR TOLL FREE QUICK CLAIMS NUMBER ABOVE ON EACH IDENTIFICATION CARD.

THANK YOU.
WE CERTAINLY APPRECIATE YOUR BUSINESS!

GMAC Insurance

HOME STATE COUNTY MUTUAL INSURANCE COMPANY
ADMINISTERED BY INTEGON NATIONAL INSURANCE COMPANY
500 W Fifth St • PO Box 3300
Winston-Salem, NC 27102-3300
PHONE: 1-877-468-3466

41925I (05/00)

60000 (6/01)

AI-25716 **16.B.2.**

Correction of Insurance Limits Requirement Exhibit-AIA-Pct.#1 Constable New Bdg. w/AGADC

CC REGULAR

Date:	03/15/2011
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Requesting approval of a clarification to AIA form of agreemment between Hidalgo County and Alcocer Garcia Associates, Inc. to reflect the correct insurance limits in Exhibit "C" which is required under the RFQ for Pool of Architects and not the limits detailed in the Exhibit C provided at CC on 2-08-11 which was erroneously included as supporting documentation to agreement in connection with the design and construction of a New Constable Building with authority for County Judge or Court Member to execute documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-421-00-220-042-0-720

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 3-10-11 $504,172.77.

Attachments

Link: Exhibit C-Insurance Requirement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/10/2011 02:38 PM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 02:41 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/10/2011 03:10 PM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Marty Salazar Started On: 03/10/2011 02:22 PM

Final Approval Date: 03/10/2011

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC AGG	$
						$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

AI-25701 **16.C.1.**

Requesting approval of Action Reporting Invoice for McColl Road Project
CC REGULAR

Date:	03/15/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Requesting acceptance & approval of Action Reporting Invoice #7453 in the amount of $300.00 for the Public Hearing held on 11/04/2010 @ Valley View Early College Campus for the McColl Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-028-0-731

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $33,791.23 as of 03/10/2011.

Attachments

Link: Action Reporting Inv. #7453

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 02:28 PM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 02:40 PM	APRV
3	Roland Garcia	Rolando Garcia	03/10/2011 03:21 PM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 03/10/2011 08:03 AM

Final Approval Date: 03/10/2011

ACTION REPORTING
Court Reporting Services for South Texas

956-631-1024
Fax 956-630-2353
101 W. Wisteria, McAllen 78504
P. O. Box 4513, McAllen 78502
Email: actionreporting@rgv.rr.com
Tax ID #83-0433521

Invoice

Bill To:

Hidalgo County Pct. No. 2,
Attn: Comm. Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

RE: Public Hearing
McColl Road

Date: 11/15/10
Invoice # 7453
GS 11/4/10

Description	Amount
Public Hearing held on 11/4/10 Valley View Early College Campus McColl Road Project	300.00

PO # N/A
L-1200-431-00-122-028-0-731
Req # N/A

INVOICE RECEIVED BY: _____ ON 3/1/2011
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 3/1/2011

Total $300.00

VISA/MC/AMEX ACCEPTED

Cardholder's Name _____
Card Number _____
Amt to Charge _____
Exp Date _____
Phone _____

Cardholder's Signature _____

We Appreciate Your Business

yoli

From: Jaime Jaimez [jaime@rgutierrezengineering.com]
Sent: Tuesday, March 01, 2011 5:03 PM
To: 'yoli'
Subject: Open Invoices
Attachments: hcp2 invoices.pdf; action reporting invoice.pdf

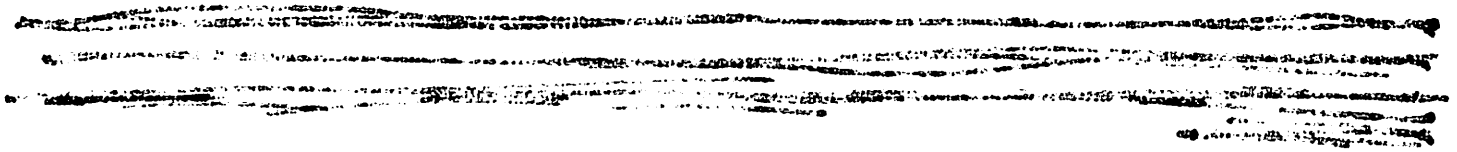
Hello Yoli,

I wanted to get the status of the attached open invoices. The only one that I have seen on the agenda is the invoice for the McColl Road expenses. Have the others been placed on the agenda already or will they get placed on for next week? Please process these invoices as soon as possible as money is tight. Let me know when you have sent them to Lupita for processing.

Also attached is the adjusted invoice from Action Reporting for the reporting services they provided for the McColl Road Public Hearing. They adjusted the invoice to bill the County for the services as you requested. Let me know when this invoice and the one for Davila & Associates, Inc. for Interpreting services will get processed.

Thank you,
Jaime Jaimez, Jr.
Personnel/Accounting Manager
R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577
Tel: 956.782.2557
Fax: 956.782.2558
Email: jaime@rgutierrezengineering.com

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956)782-2557 or by email at office@rgutierrezengineering.com and delete this message immediately from your computer. Thank you...



AI-25692 **16.C.2.**

Requesting the option to terminate with A.H. Harris & Sons, Inc. (C-10-035-04-27)

CC REGULAR

Date:	03/15/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Recommendation by both the Purchasing Dept. and Raul Sesin, PE for Hidalgo County to exercise its option to terminate (under paragraph 4) of current agreement with A.H. Harris & Sons, Inc. for: "Geo-Grid Reinforcement Material for Precinct No. 2," by providing a written notice of termination;

b. Requesting authority to advertise for: "Geo-Grid Reinforcement Material for Hidalgo County Precinct No. 2" with modification of specifications to be drafted with input by Raul Sesin, PE.

BACKGROUND

Recommended by County's engineer, Raul Sesin, PE, CFM, to terminate agreement due to vendor does not meet all specifications requirements. In accordance with Exhibit "A" Specifications, vendor could not provide the County with the Aperture Stability Modulus and Junction Efficiency Values for the contracted product.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-006-0-673

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: Scanned Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:53 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:10 AM	APRV
3	Roland Garcia	Rolando Garcia	03/10/2011 01:33 PM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/09/2011 04:01 PM

Final Approval Date: 03/10/2011

REQUIREMENTS AGREEMENT
C-10-035-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 27, 2010** by and between A.H. Harris & Sons, Inc., a Connecticut Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**Geo-Grid Reinforcement Material**", as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Geo-Grid Reinforcement Material**" in the areas of Hidalgo County Precinct No. 2 projects for a period of two year from April 27, 2010 to April 26, 2012 and may be extended with the County's discretion for an additional year and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
A.H. Harris & Sons, Inc.
Todd R. Marin, Inside Sales
367 Alumni Road
Newington, CT 06111

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By_____

HIDALGO COUNTY

By:_____
Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: TODD R MARIN
Title: GOVERNMENT SALES

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 08, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY COMMISSIONER PRECINT 2**
Request for Bids -**"GEO-GRID REINFORCEMENT MATERIAL"**
Bid No: 2010-035-02-24-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY COMMISSIONER PRECINCT 2
"GEO-GRID REINFORCEMENT MATERIAL"
RFB NO: 2010-035-02-24-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 1 page.
5. Exhibit C Insurance Requirements, consisting of 4 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Draft Service Agreement consisting of 7 pages
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in this Request for Bids (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

02/08/10
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-035-02-24	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY COMMISSIONER PRECINCT 2
"GEO-GRID REINFORCEMENT MATERIAL"

BID OPENING DATE:

FEBRUARY 24, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY COMMISSIONER PRECINCT 2-GEO-GRID REINFORCEMENT MATERIAL "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-035-02-24-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT 2"**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 24, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO"RFB-2010-035-02-24-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT 2-GEO-GRID REINFORCEMENT MATERIAL". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.)reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14 Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY COMMISSIONER PRECINCT 2-GEO-GRID REINFORCEMENT MATERIAL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct 2
Attn: Commissioner Hector "Tito" Palacios
301 E. State St..
Pharr, TX. 78577
(956) - 787-1891

17. **Schedule of Events**

Bid Opening, 9:30 AM	**February 24, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. **Disclosure of Conflict of Interest:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For

HIDALGO COUNTY COMMISSIONER PRECINCT 2
"GEO-GRID REINFORCEMENT MATERIAL"
BID NO.: 2010-035-02-24-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY COMMISSIONER PRECINCT 2
"GEO-GRID REINFORCEMENT MATERIAL"
BID NO.: 2010-035-02-24-SGS
SPECIFICATIONS

SCOPE OF SERVICE:
Hidalgo County is requesting bids from qualified vendors to furnish Geo-Grid Reinforcement Materials to Hidalgo County Commissioner Precinct 2, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS/ REQUIREMENTS:
The following are the minimum requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

MATERIALS:
The geo-grid shall be single layer grid structure formed by a regular network of integrally connected polymeric tensile elements with apertures designed to interlock with the surrounding fill material. The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geo-grid shall be resistant to damage during construction, including ultraviolet degradation, and shall have long-term resistance to chemical and biological degradation caused by the material being reinforced. No multiple layered grids are acceptable.

PRODUCT:
Structural Geo-grid: Tensar BX1100, Type 1 and Tensar BX1200, Type 2 – Equivalent to or better, meeting all material specifications/requirements and shall conform to the properties specified below.

SPECIFICATIONS:

STRUCTURAL GEO-GRID INDEX PROPERTIES

INDEX PROPERTY	TEST METHOD	UNITS	BX1100 -TYPE 1		BX1200 -TYPE 2	
Aperture Dimensions		mm(in)	MD 25(1.0)	XMD 33(1.3)	MD 25((1.0)	XMD 33(1.3)
Minimum Rib Thickness		mm(in)	0.76 (0.03)	0.76 (0.03)	1.27 (0.05)	1.27 (0.05)
Rib shape			Rectangular or Square		Rectangular or Square	
Tensile Strength						
True Initial Modulus in Use		kN/m (lb/ft)	250 (17,140)	400 (27,420)	400 (27,420)	650 (44,550)
Tensile strength @ 2% Strain	ASTM D6637	kN/m (lb/ft)	4.1 (280)	6.6 (450)	6.0 (410)	9.0 (620)
Tensile strength @ 5% Strain		kN/m (lb/ft)	8.5 (580)	13.4 (920)	11.8 (810)	19.6 (1,340)
Structural Integrity						
Junction Efficiency	GRI-GG2-87	%	93	-	93	-
Flexural Stiffness	ASTM D-5732-95	mg/cm	250,000	-	750,000	-
Aperture Stability 20 kg-cm	USACE-KINNEY	kg-cm/deg	3.2	-	6.5	-
Durability						
Resistance to Installation Damage	ASTM D6637	%SC / %SW / %GP	90 / 83 / 70	-	95 / 89 / 86	-
Resistance to Long term Degradation	EPA 9090	%	100	-	100	-
						-

Alternate geo-grid material will be considered. Such materials must be pre-approved in writing by the Engineer prior to Bid date. Alternate material packages must be submitted to the Engineer a **minimum of 15 days prior to Bid date**. Consideration of the alternate products will not be evaluated solely upon the index and strength properties. Product must meet all specification/ requirements stated herein, but not limited.
Submittal packages must include, but not limited to the following:

1. Research documentation of full-scale laboratory testing and in-ground testing of pavement structures reinforced with the specific geo-grid, which qualifies the structural contribution of the geo-grid to the pavement structure. The increase in structural layer coefficient of the base course must meet or exceed that of the design geo-grid.

2. Independent certified tests results stating that the alternate geo-grid has a secant aperture stability modulus at 20 cm-kg when tested in accordance with the Grid Aperture Stability by In-Plane Rotation test of 3.2 or greater.

3. A list of five(5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geo-grids use can be verified after a minimum of one (1) year of service.

4. Must be in the form of an engineered design, certified by a licensed professional engineer.

5. Recommended guidelines on the installation of product provided by the manufacture and any addition information to assist the Engineer in fully evaluating the alternate product.

6. Must include a sample of the Geo-Grid and the certified specification sheets.

REQUIREMENTS:

- A qualified experienced representative from the geo-grid manufacturer must be available on an "As Needed Basis" and visit the site at least once during the construction and /or installation of the product.
- The Geo-Grid shall be packaged in rolls with lengths between 200 feet and 250 feet and widths of 12 to 15 feet and 8 to 10 feet.
- Each roll shall be one continuous piece packaged in a suitable sheath, wrapper or container to protect the geo-grid from damage due to ultraviolet light, moisture and normal storage and handling.
- May be custom cut to specific lengths or widths to suit specific engineering designs.
- Include a sample of the geo-grid approximately 4 inches by 7 inches or larger.
- Include geo grid product data sheet and certification from the Manufacturer.
- Any damaged or defective geo-grid roll (i.e. frayed coating, separated junctions, separated

layer, tears etc.) will be repaired/replaced by the contractor before, during and after installation at no additional cost to the County.

- Replacement of damaged area shall consist of adding a 3 ft (1m) of Geo Grid beyond the limits of the affected area.
- Proposed bidder shall provide all equipment, supplies, material and labor necessary in getting the product safely to it's final destination at Precinct 2.
- Unit price, to be by roll or square yards.
- **Delivery Charges: All delivery, unloading of product and freight charges.** shall be included in the bid price and F.O.B. Hidalgo County Commissioner Precinct 2, 310 E. State Street, Pharr, Texas 78577 or to the address(es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or typewritten

TERM AND CONDITIONS:

1) The initial term of the contract shall be for a period of two (2) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions and meeting all specifications set forth hereto.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4) Any contract award to a successful bidder will be in effect until:
   - The Contract expires
   - Delivery and acceptance of products and/ performance of services ordered
   - Or termination by County with a (30) days written notice prior to cancellation/termination.

5) All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

6) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

7) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

8) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's interest to do so.

9) Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.

10) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

11) Bidder(s) agrees that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

12) Have been in business for at least two (2) years

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price Increase extension The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

1) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539.

TELEPHONE INQUIRES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, Wednesday, FEBRUARY 17, 2010 by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than Friday, FEBRUARY 19, 2010 by 5:00 P.M.

EXHIBIT "B"

Hidalgo County Commissioner Precinct 2

"GEO-GRID REINFORCEMENT MATERIALS"

BID NO.: 2010-035-02-24-SGS

BID PAGE

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Geo-Grid Reinforcement Material as requested, but not limited to, meeting the minimum Specifications and/or Requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

STRUCTURAL GEO-GRID

PRODUCT DESCIPTION:	**UNIT PRICE:**
GEO- GRID TYPE 1 or Equivalent to or Better	PER ROLL $_____ PER SQUARE YARD $_____
GEO- GRID TYPE 2 or Equivalent to or Better	PER ROLL $_____ PER SQUARE YARD $_____

Proposed bidder shall provide all equipment, supplies, material and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

CELLULAR:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

E-MAIL ADDRESS:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PER[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _______

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

Hidalgo County Commissioner Precinct 2

"GEO-GRID REINFORCEMENT MATERIALS"

BID NO.: 2010-035-02-24-SGS

BID PAGE

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Geo-Grid Reinforcement Material as requested, but not limited to, meeting the minimum Specifications and/or Requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

STRUCTURAL GEO-GRID

PRODUCT DESCIPTION:	**UNIT PRICE:**
GEO- GRID TYPE 1 or Equivalent to or Better	PER ROLL $ 494.73 PER SQUARE YARD $ 2.02
GEO- GRID TYPE 2 or Equivalent to or Better	PER ROLL $ 693.10 PER SQUARE YARD $ 2.90

Proposed bidder shall provide all equipment, supplies, material and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.

BIDDER/COMPANY NAME: A. H. HARRIS & SONS INC

ADDRESS: 367 Alumni Road

CITY/STATE/ZIP CODE: Newington Ct. 06111

PHONE & FAX NUMBER: 800-382-6555 860-665-9401

CELLULAR: 860-882-9980

AUTHORIZED SIGNATURE: Todd R Marin

PRINTED NAME: Todd R Marin

TITLE: Inside Sales

DATE: 2-22-2010

E-MAIL ADDRESS: todd.marin@ahharris.com

OPENED
10:12am
MAR 10 2010
Witnessed

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 2838 AHHAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2010

PRODUCER
Hollis D. Segur, Inc.
156 Knotter Drive
P.O. Box 400
Cheshire, CT 06410

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
A.H. Harris & Sons, Inc. ✓
Harmac Rebar & Steel Corp.
367 Alumni Road
Newington, CT 06111-1833

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Charter Oak Fire Ins.	25615
INSURER B: Travelers Property Casualty Co.	
INSURER C: Farmington Casualty Company	TRA
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y6300940N677	01/01/10	01/01/11	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
						Total Agg:	$10,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y8100940N677	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	YCUP0940N677	01/01/10	01/01/11	EACH OCCURRENCE	$10,000,000
						AGGREGATE	$10,000,000
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	YTCTUB9426M231	01/01/10	01/01/11	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
A		OTHER Cargo Liab.	Y6300940N677	01/01/10	01/01/11	$100,000 any one occ.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of Insurance

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 South Bus. Hwy 281 ✓
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jim Herlihy

© ACORD CORPORATION 1988

AI-25652 **16.C.3.**

Request Approval of WA #2 for Millennium Engineers Group for Tower Road Phase II (FM 495 to Minnesota) Project

CC REGULAR

Date:	03/15/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 from Millennium engineers Group, Inc. (Contract #C-11-042-01-25), with proposal estimate cost of $35,196.00, to provide construction materials engineering services for Tower Road Phase II (FM495 to Minnesota Road).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-122-049-0-731

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $163,558.44

Attachments

Link: WA #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/09/2011 01:13 PM	APRV
2	Budget & Management	Erika Zamora	03/09/2011 01:50 PM	APRV
3	Roland Garcia	Rolando Garcia	03/10/2011 10:54 AM	APRV
4	Auditor's Office	Angela Garcia	03/10/2011 03:54 PM	APRV

Form Started By: Yolanda Cisneros Started On: 03/09/2011 09:25 AM

Final Approval Date: 03/10/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-042-01-25
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for Tower Road Phase II (FM 495 to Minnesota Road).

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$35,196.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 1-1342-431-00-122-049-0-731
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** Precinct No.2, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.2**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
3/7/2011	01-11-115M

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Commissioner Hector "Tito" Palacios 300 West Hall Acres Suite G. Pharr, Texas 78577

Project Name
Tower Rd. Phase II (FM 495-Minnesota Rd)

Description	Qty	Cost	Total
Atterberg Limits (each test)	10	61.00	610.00
Sieve Analysis (Dry) (each test)	10	55.00	550.00
Standard Proctor (each test)	10	145.00	1,450.00
Field Density (each test)	60	15.95	957.00
Wet Ball Mill (per test)	3	185.00	555.00
Extraction, Grad. and % Asphalt (per test)	19	225.00	4,275.00
Asphalt Cores (each core)	60	60.00	3,600.00
Bituminous Mix Theoretical SPG (per test)	19	60.00	1,140.00
Lab Density (each test)	19	65.00	1,235.00
Engr. Technician (Soils) (per hour)	98	41.00	4,018.00
Engr. Technician (Asphalt)(per hour)	156	44.00	6,864.00
Project Engineer (per hour)	8	105.00	840.00
Vehicle Trip Charge (Soils) (per trip)	39	37.00	1,443.00
Vehicle Trip Charge (Asphalt) (per trip)	26	37.00	962.00
Project Management (per hour)	10	67.00	670.00
Clerical/Administrative (per hour)	51	40.00	2,040.00
Test Report (each report)	101	30.00	3,030.00
By Quote based on Contract No. 11-042-01-25			0.00
Other Services by Quote			
Asphalt Density (In-Place, Cores) (per test)	60	15.95	957.00

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

Total $35,196.00

AI-25647 **16.D.1.**

Change Order No. 2 -Pct. 3 Solar Powered Lighting for Parks
CC REGULAR

Date:	03/15/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting approval of Change Order No. 2 (which is a reversal of Change Order #1-attached hereto) and thus resulting in no change in original awarded and PO amount of $408,604.00 in connection with: "Purchase and Installation of Solar Powered Lights for Pct. 3 Parks", an Energy Efficiency and Conservation Block Grant (EECBG) project, awarded to Facility Solutions Group through the County's participation/membership with Buy Board with authority for County Judge or Court Member to execute document.

BACKGROUND

Change Order No. 2 will reverse project changes made as per Change Order No. 1 to bring project to its original 50 light systems as approved by C.C. on Nov. 9, 2010, AI 23833. The additional 4 light systems herein requested were deleted on Change Order No. 1 to provide funding for pole stabilization services in order to address possible water table problems.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1287-452-00-123-086-3-739

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds in P.O. #648416 as of 3/10/11 is $353,442.46.

Attachments

Link: Change Order No. 2 with FSG Quote

Link: Purchase Order

Link: Change Order No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:12 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:05 AM	APRV
3	Perla Lopez	Perla Lopez	03/10/2011 11:15 AM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Moises Salazar

Started On: 03/09/2011 08:22 AM

Final Approval Date: 03/10/2011

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

DEPARTMENT: HIDALGO COUNTY PRECINCT NO. 3 Joe M. Flores, Commissioner Precinct No. 3 Attn: Dr. Mona R. Parras, Chief Administrator 724 North Breyfogle Mission, TX 78572 Phone #: 956-585-4509	DATE: March 15, 2011 **CHANGE ORDER NO. 2** Contract No.: PO No. 648416 thru Buy Board Contract No. 290-08
CONTRACTOR/FIRM Facility Solutions Group, Inc. 4401 Westgate Boulevard, Suite 310 Austin, TX 78745 Phone #: 361-882-5685	PROJECT NAME: 2010-231A Hidalgo County Precinct No. 3 – Purchase and Installation of Solar Powered Lighting for Parks. -(EECBG Project).
You are hereby requested to comply with the following changes from the contract plans and specifications: 1. Increase the number of Luminary Systems from 46 to 50..... (+$32,688.32). 2. Delete pole stabilization with slurry concrete for a total of 46 poles as needed and authorized by project engineer..... (-$22,540.00).	

X	Final Quantitative Adjustments		Quantitative Deletion
X	Contract Amount Change		Time Extension
X	Quantitative Addition		Other

Reasons:

Change Order No. 2 will reverse changes made as per Change Order No. 1 as changes to address possible water table problems were not needed. Number of lights will be back to the original project total of 50 lights.

Contract price prior to change order	$398,455.68
Net Increase/Decrease of this Change Order	(-) $22,540.00 (+) $32,688.32
Contract Price with Change Order	**$408,604.00**

Increase/Decrease in time No Change days.

DEPARTMENT HEAD DATE

CONTRACTOR DATE

PROJECT ENGINEER - ARCHITECT

_____ (IF APPLICABLE)
DATE

RAMON GARCIA, HIDALGO COUNTY JUDGE

DATE

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

(FOR PURCHASING DEPARTMENT USE ONLY)

☐ Scope Increase

☐ Scope Decrease

☐

☐

☐ Quantitative Addition/Deletion

☐ Final Quantitative Adjustment

☐ Other

☐ **Approved**

☐ **Disapproved**

FACILITYSOLUTIONSgroup

March 7, 2011

Moises Salazar, Buyer II
Hidalgo County Purchasing Department

Reference: Change order PO # 648416 – Precinct 2 Solar Powered Lights

Moises.....

The requested change order to the above purchase order is a reversal to change order #1 because it was not needed. This change order goes back to the original contract of (50) poles and fixtures and will be installed as originally specified at Anzalduas park.

This change order is for (4) additional poles and fixtures.

(4) SOL lighting fixtures SPM-300-CH-DOME w/10' arm on a 37' direct burial ANSI 05-1 wood pole. @ $ 6,605.58 = $ 26,422.32

(4) Labor 24.1 hours of installation per pole @ $ 65.00 per pole or (1,566.50) per pole = $ 6,266.00

Total change order #2 request will be $ 32,688.32

Please issue the above requested change order in order for us to order the remaining (4) units to finish this project.

Thank You

Dave Thomas
Division Manager
FSG

PSG electric 585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-883-6833 > F 361-883-0189

Purchase Order

PO#: 648416

COUNTY OF HIDALGO

DATE: 11/10/10

VENDOR: 383139 REQ:00184954
FAX (361)882-5691 Email:
Phone:(261)882-5685
FACILITY SOLUTIONS GROUP, INC
4401 WESTGATE BOULEVARD, SUITE 310
AUSTIN TX 78745
Vendor Acct:

BUYER: NCEBALLOS
SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:
SITE: HIDALGO CO. PCT 3

Special Instructions:
Req # 1105

Contract No: BUYBOARD 290-08

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		BUYBOARD 290-08		
		PROJECT #2010-231A		
50	EACH	SOL Lighting Fixtures #SPM-300-CH-DOME-10' ARM-DTD on 37" Direct Burial ANSI 05-1 wood poles	6,605.58	330,279.00
50	EACH	24.1 Hours of Installation per Pole at $65.00 per hour ($1566.50)	1,566.50	78,325.00
		For Precinct #3 Parks		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		408,604.00

****

For Hidalgo County use only

0-1287-452-00-123-086-3-739 408,604.00

Approved

Authorized by: Marcus L. Salazar

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

DEPARTMENT: HIDALGO COUNTY PRECINCT NO. 3 Joe M. Flores, Commissioner Precinct No. 3 Attn: Dr. Mona R. Parras, Chief Administrator 724 North Breyfogle Mission, TX 78572 Phone #: 956-585-4509	DATE: January 11, 2011 **CHANGE ORDER NO. 1** Contract No.: PO No. 648416 thru Buy Board Contract No. 290-08
CONTRACTOR/FIRM Facility Solutions Group, Inc. 4401 Westgate Boulevard, Suite 310 Austin, TX 78745 Phone #: 361-882-5685	PROJECT NAME: 2010-231A Hidalgo County Precinct No. 3 – Purchase and Installation of Solar Powered Lighting for Parks. -(EECBG Project).
You are hereby requested to comply with the following changes from the contract plans and specifications: 1. Decrease the number of Luminary Systems from 50 to 46……. (-$32,688.32). 2. Include pole stabilization with slurry concrete for a total of 46 poles as needed and authorized by project engineer…….. (+$22,540.00).	

	Final Quantitative Adjustments	X	Quantitative Deletion
X	Contract Amount Change		Time Extension
X	Quantitative Addition		Other

Reasons:

Change to address possible water table problems. Deleting four (4) Luminary Systems and adding slurry concrete for pole stabilization

Contract price prior to change order	$408,604.00
Net Increase/Decrease of this Change Order	(+) $22,540.00 (-) $32,688.32
Contract Price with Change Order	**$398,455.68**

Increase/Decrease in time No Change days.

DEPARTMENT HEAD DATE

CONTRACTOR DATE

PROJECT ENGINEER - ARCHITECT

_____ (IF APPLICABLE)
DATE

RAMON GARCIA, HIDALGO COUNTY JUDGE

DATE

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

(FOR PURCHASING DEPARTMENT USE ONLY)

☐ Scope Increase

☐ Scope Decrease

☐

☐

☐ Quantitative Addition/Deletion

☐ Final Quantitative Adjustment

☐ Other

☐ **Approved**

☐ **Disapproved**

AI-25517 **16.E.1.**

Repair and Renovations to WIC Clinic in the City of Progreso
CC REGULAR

Date:	03/15/2011
Submitted By:	PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	WIC

Information

CAPTION

Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership and participation in various cooperative purchasing programs/association, etc.) for the repairs & renovations to WIC Clinic located in the City of Progreso project #2011-098-OGG :

a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10 so as to determine the best value under TX . Local Government Code 271.113; or, in the alternative;

b. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same with plans and specifications.

BACKGROUND

As per inspection by Facilities Mgmt and the Purchasing Dept; proposed clinic poses a safety and health hazard with holes through out the entire flooring of the building which are caused by the unit sinking because of excessive water and humidity. Unit must be re-leveled and entire flooring needs immediate attention.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-452

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Appropriation of funds will be made available to acct #1-1292-441-00-350-001-1-452 as per Mrs. Norma Longoria, WIC Director.

Attachments

Link: Clinic pics

Link: Formal Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/09/2011 01:12 PM	APRV
2	Budget & Management	Erika Zamora	03/09/2011 01:48 PM	APRV
3	Erika Zamora	Erika Zamora	03/10/2011 09:02 AM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Oscar Garza

Started On: 02/25/2011 03:33 PM

Final Approval Date: 03/10/2011

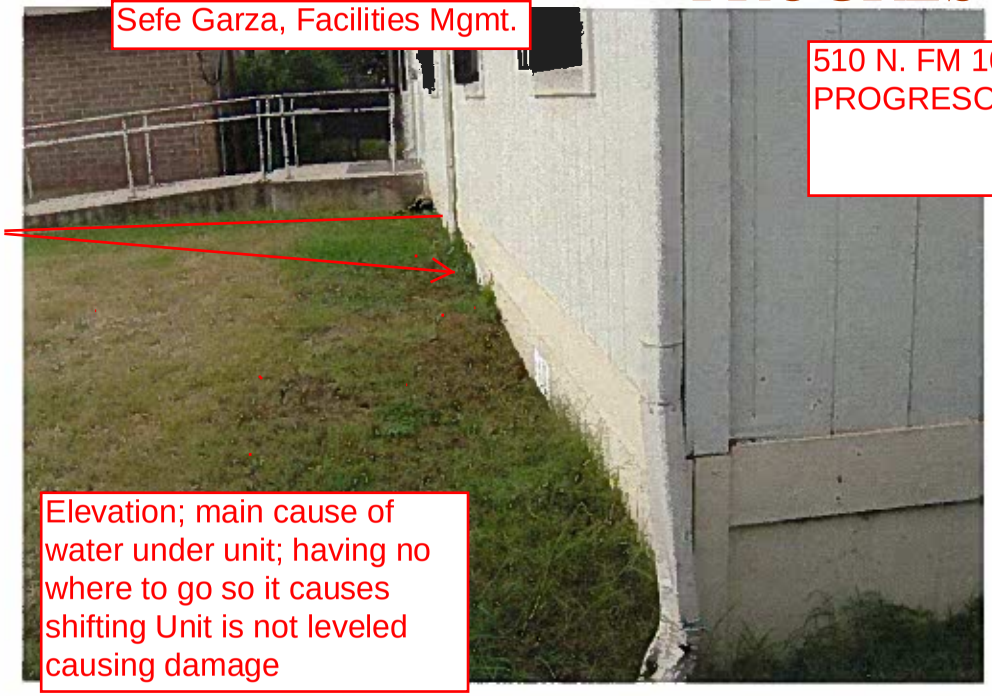
REVIEWED
By Oscar Garza at 1:54 pm, Jan 25, 2011

PROGRESO WIC CLINIC

January 21, 2011

Sefe Garza, Facilities Mgmt.

510 N. FM 1015
PROGRESO, TX 78596

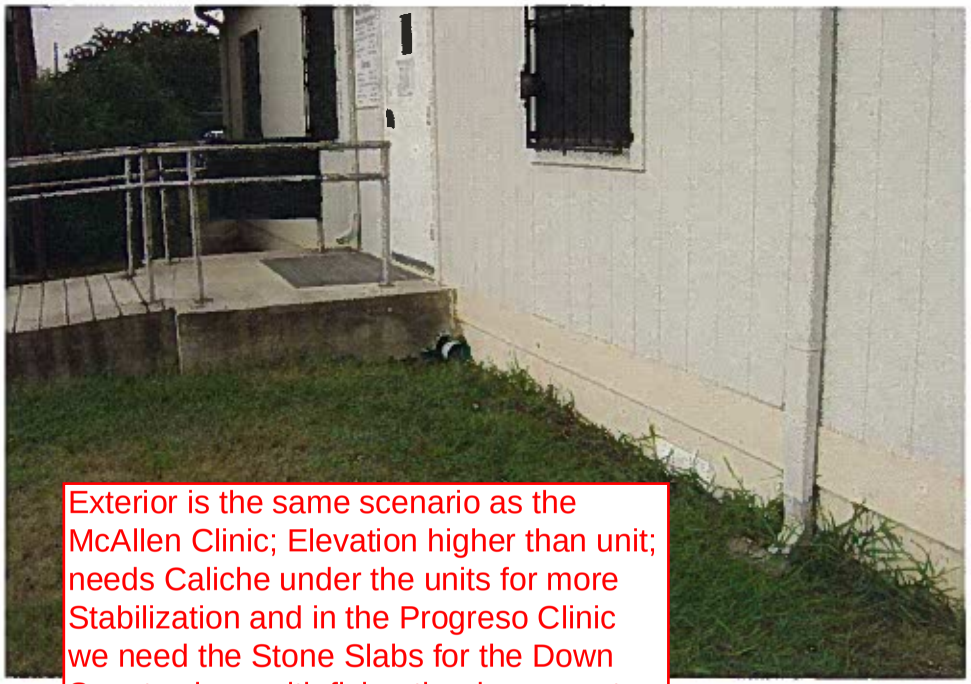


Elevation; main cause of water under unit; having no where to go so it causes shifting Unit is not leveled causing damage



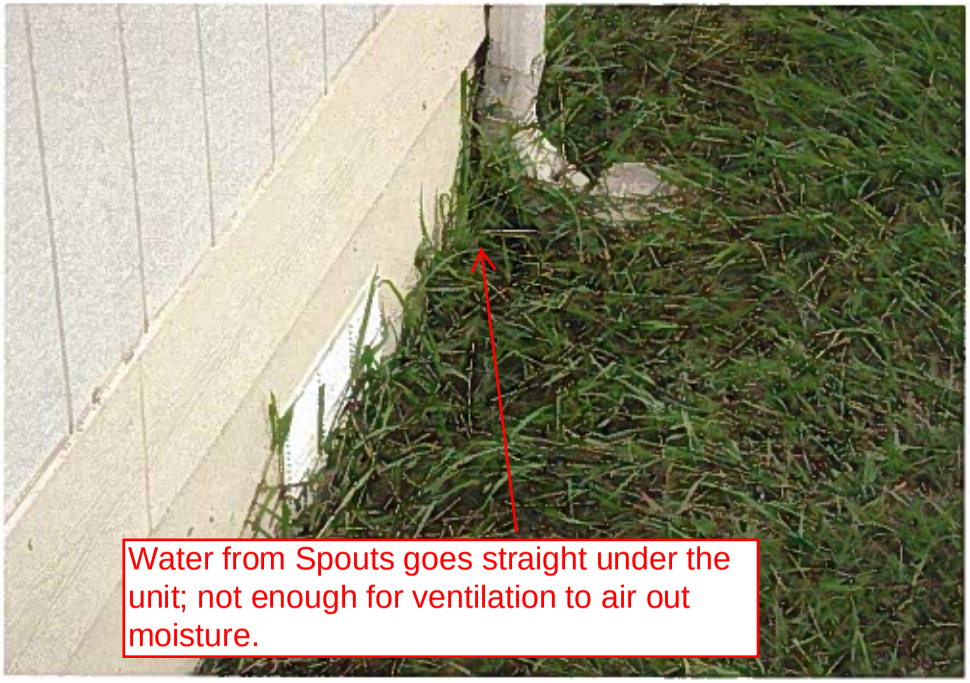


Masonit Siding should be removed and install Aluminum or Vinyl siding to avoid deterioration on Both Units

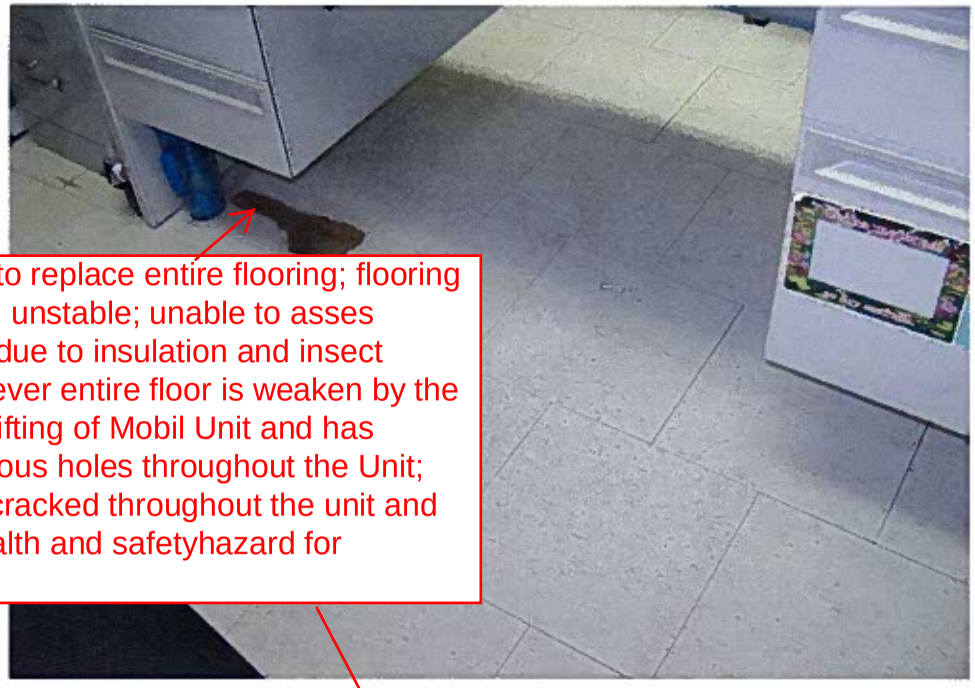


Exterior is the same scenario as the McAllen Clinic; Elevation higher than unit; needs Caliche under the units for more Stabilization and in the Progreso Clinic we need the Stone Slabs for the Down Spouts along with fixing the downspouts for better channeling of water.




Water from Spouts goes straight under the unit; not enough for ventilation to air out moisture.



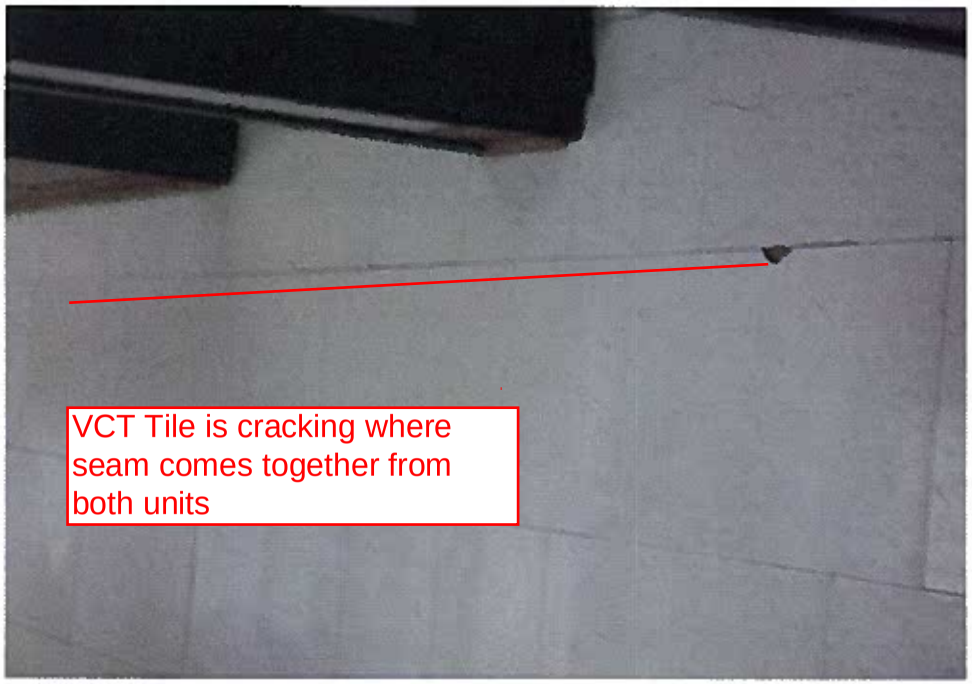


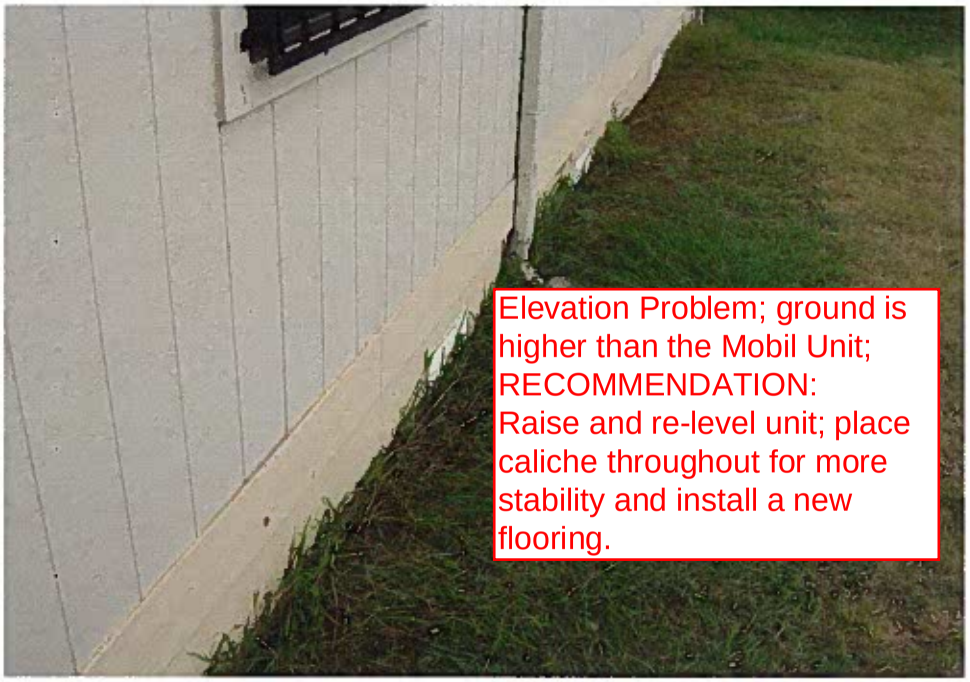
Unit needs to replace entire flooring; flooring is weak and unstable; unable to asses completely due to insulation and insect factor; however entire floor is weaken by the constant shifting of Mobil Unit and has caused various holes throughout the Unit; VCT tile is cracked throughout the unit and poses a health and safetyhazard for participants

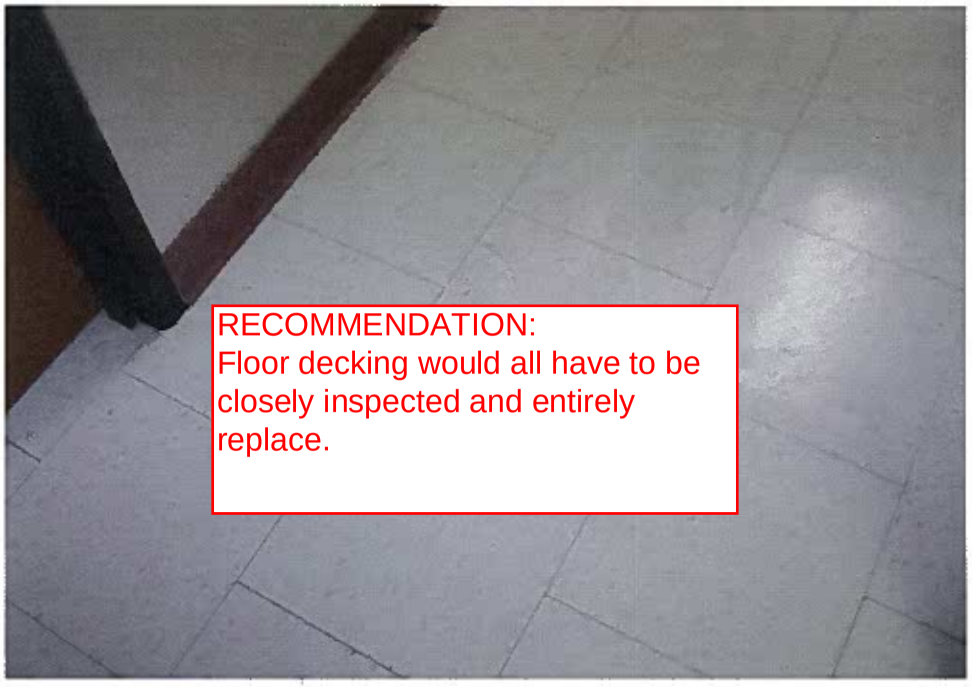


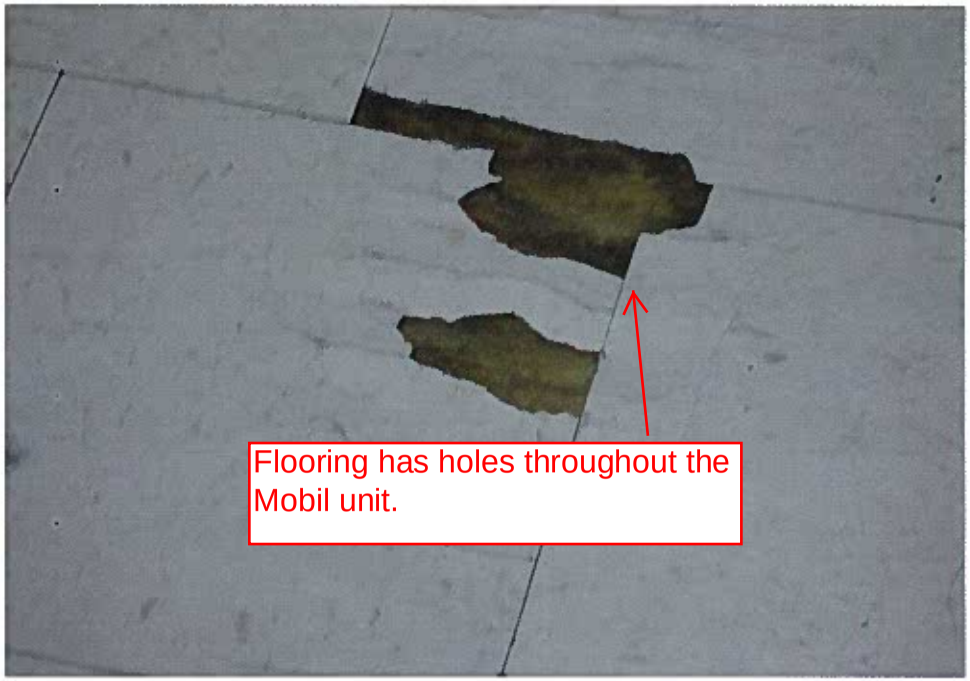
Flooring is weak and can fill soft when stepping on it.




VCT Tile is cracking where seam comes together from both units


Elevation Problem; ground is higher than the Mobil Unit;
RECOMMENDATION:
Raise and re-level unit; place caliche throughout for more stability and install a new flooring.


RECOMMENDATION:
Floor decking would all have to be closely inspected and entirely replace.


Flooring has holes throughout the Mobil unit.

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: 02/24/2011	
Department: WIC Department	
Name of Approving Elected Official/Department Head/Supervisor: Norma L. Longoria	
Point of Contact: Margarita Gonzalez	Contact Phone Number: 956-381-4646; F 380-4056 Contact Fax Number:
Contact E-Mail norma.longoria@wic.co.hidalgo.tx.us	
Budget Account Number: 1-1292-441-00-350-001	
Signature of Approving Elected Official/Department Head/Supervisor: Norma Longoria	
Estimated Date Goods/Services are required: ASAP	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Need releveling of modular building in Progreso. Flooring needs to be replaced also.

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

AI-25509 **16.F.1.**

BCAP - Amendment No.1 to Work Authorization No.3 Millennium Engineer's Group Inc. Precinct No.2

CC REGULAR

Date:	03/15/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Requesting approval of "Amendment to Work Authorization No. 3" to C-CAP-08-023a-09-02 between Hidalgo County and Millennium Engineers Group, Inc., to replace Exhibit "D" with a Revised Exhibit "D" resulting in an increase of $4,742.50 in the original estimated amount.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Morningside South Subdivision - The material testing overrun will be absorbed by Urban County Program.

FISCAL YEAR: 1 **ACCT. #:** 1-1312-431-00-122-940-0-339

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O.# 621700

account balance is $2,184.64 as of 3/2/11.

FISCAL YEAR: 1 **ACCT. #:** 1-1312-431-00-122-460-1-339

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O.# 620282 pending LIT AI-25629 & AI-25631 3/15/11

FISCAL YEAR: 1 **ACCT. #:** 1-1312-431-00-122-262-0-339

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

BUDGETARY IMPACT:

P.O.# 620282 pending LIT AI-25629 & AI-25631 3/15/11

Attachments

Link: amendment to wa 3 25509

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/02/2011 09:43 AM	APRV
2	Purchasing Department	Marty Salazar	03/02/2011 10:35 AM	APRV
3	Budget & Management	Angela Garcia	03/02/2011 01:24 PM	APRV
4	Roland Garcia	Rolando Garcia	03/02/2011 03:32 PM	APRV
5	Auditor's Office		03/03/2011 08:28 AM	NEW
9	Yvette Islas	Yvette Islas	03/08/2011 03:24 PM	APRV

Form Started By: Marcie Jackson Started On: 02/24/2011 02:42 PM

Final Approval Date: 03/08/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT NO.1 TO
"WORK AUTHORIZATION NO.3 "
CONTRACT NO. C-CAP-08-023A-09-02

This AMENDMENT to THE Exhibit "D" OF Work Authorization No.3 of the CONTRACT between MILLENIUM ENGINEERS GROUP, INC., (the Engineer") and **HIDALGO COUNTY** (the "County"), effective the _____ day of _____, is made between the Engineer and the County, (the "Amendment"), as follows:

WHEREAS, Engineer and County entered into an Agreement on February 24th, 2009 in which the Engineer agreed to provide Construction Materials Testing for 3rd Call Colonia Access Program projects: **Esperanza Estates, Mesquite Acres, Morningside South,** McColl Estates, Las Milpas and **Sundowner Retirement Center Subdivisions.** Projects are located in Precinct 2;

WHEREAS, the parties now desire to amend the Projects in which the Engineer may perform the services;

WHEREAS, the parties desire to amend the Agreement Exhibit "D" as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Engineer and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Authorization Attachment "D", Engineer and County hereby agree to the following Amendment to Agreement Exhibit "D":

Replace Attachment "D" with the Revised "Attachment "D".

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY:

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Millennium Engineers Group, Inc.:

_____

Raul Palma, P.E.

Revised
"Exhibit D"

HIDALGO COUNTY PRECINCT 2

Contract # C-CAP-08-023A-09-02

WORK AUTHORIZATION NO. 3 - TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Previous Estimated Amount	Current Estimated Amount
09-23	**Esperanza Estate**	**$5,933.65**	**$6,573.12**
09-24	**Morningside South**	**$10,545.44**	**$11,696.48**
09-25	McColl Estates	$5,290.36	$5,290.36
09-26	Las Milpas Subdivision	$5,538.89	$5,538.89
09-27	**Sundowners Rtrmnt Cntr**	**$6,180.67**	**$8,365.31**
09-28	**Mesquite Acres**	**$6,578.71**	**$7,346.06**
	Total Amount	**$40,067.72**	**$44,810.22**

AI-25644 **16.G.1.**

BCAP - Pct 3 - Round III - Road & Drainage Construction for Dude Hill Subdivision

CC REGULAR

Date:	03/15/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Requesting authority to reject all submitted bids received for CAP-10-380-12-15 “Road & Drainage Construction for Dude Hill Subdivision” in as much as bids submitted were all over budget.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-234-0-733/841

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 3/10/11 in object codes 733 & 841 is $28,335.00 & $45,686.09, respectively.

Attachments

Link: dude hill c br down.25644

Link: c brk down.25644

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/09/2011 01:09 PM	APRV
2	Budget & Management	Erika Zamora	03/09/2011 01:49 PM	APRV
3	Perla Lopez	Perla Lopez	03/10/2011 08:47 AM	APRV
4	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Yvette Islas Started On: 03/08/2011 03:35 PM

Final Approval Date: 03/10/2011

From:	marcie.jackson
To:	"Yvette Islas"; Martha.Salazar@co.hidalgo.tx.us
Cc:	"Valde "; "Norma Ceballos"; "Sharon Slagle"; "Eralio Palacios"
Subject:	Cost Breakdown - Dude Hill No.2 Subdivision
Date:	Tuesday, March 08, 2011 4:47:35 PM
Attachments:	Cost Breakdown dude hill no 2 12282010.xls

Yvette,

Please submit agenda item to reject all bids for the following 3rd Call Colonia Project:

Dude Hill No.1 Subdivision (bids were opened 12-15-10). All bids were over budget as indicated in the attached spreadsheet.

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Dude Hill Subdivision
CSJ: 3C1080234
Cost Breakdown
Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	6.45	STA	$550.00	$3,547.50
247	Flex Base (RD DEL) TY "E" GR4	2007	CY	$8.00	$16,056.00
251	Reworking BS Material (DC) (TY D Cl2)	2007	SY	$2.00	$4,014.00
310	Prime Coat (MC-30)	400	GAL	$5.00	$2,000.00
340	Asph Conc ACP Surface (TY "D") (1.5")	1720	SY	$8.50	$14,620.00
502	Barricades, Signs and Traffic Handling	3	MO	$700.00	$2,100.00
502	Type III Barricade	1	EA	$550.00	$550.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	30	SY	$18.00	$540.00
5249	Temp Sedmt Cont Fence	210	LF	$5.00	$1,050.00
5249	Temp Sedmt Cont Fence (Remove)	210	LF	$2.00	$420.00
	Relocate Mail Boxes	1	Lump Sum	$250.00	$250.00
	SubTotal Base Bid				**$45,147.50**
	DRAINAGE				
530	Driveways (Asphalt, Concrete, Pavement)	314	SY	$17.00	$5,338.00
530	Driveways (Concrete)	142	SY	$28.00	$3,976.00
556	15" ADS Corrugate Pipe	425	LF	$18.00	$7,650.00
556	18" RCP Culvert Pipe	70	LF	$20.00	$1,400.00
556	Safety End Treatment	2	EA	$750.00	$1,500.00
	SubTotal Drainage				**$19,864.00**
	GrandTotal Roadwork Base Bid and Drainage				**$65,011.50**

Project Length: (LF)		640
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**60,608.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**60,000.00**
Allowed Increase:	**$**	**608.00**

Amt Inc.: **$ 15,000.00**

Road Construction Allocation:	$	46,286.09
Possible 25% Transfer In Other Projects:	$	-
Contingency Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	46,286.09
Low Base Bid Roadwork		$45,147.50

Drainage Allocation:	$ 28,335.00
Transfer In: Other Projects	
Total Allocation and Transfer	$28,335.00
Drainage Cost:	$19,864.00
Overrun/Underrun	$8,471.00

Dude Hill Subdivision
CSJ: 3C1080234
Cost Breakdown
Precinct 3

Overrun/Underrun	$1,138.59

AI-25687 **17.D.**

Claim of Eduardo "Walo" Bazan

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Eduardo "Walo" Bazan

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:33 PM	APRV
2	Auditor's Office	Arcilia Duran	03/10/2011 10:33 AM	APRV
3	Purchasing Department	Marty Salazar	03/10/2011 10:44 AM	APRV

Form Started By: Monica Badillo — Started On: 03/09/2011 03:27 PM

Final Approval Date: 03/10/2011

AI-25689 **17.E.**

Alma Sanchez v. Hidalgo County Sheriff's Dept. & Sheriff Lupe Trevino
CC REGULAR

Date:	03/15/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Atlas & Hall
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:38 PM	APRV
2	Auditor's Office	Arcilia Duran	03/10/2011 10:33 AM	APRV
3	Purchasing Department	Marty Salazar	03/10/2011 10:44 AM	APRV

Form Started By: Angela Garcia — Started On: 03/09/2011 03:33 PM

Final Approval Date: 03/10/2011

AI-25703 **17.F.**

EEOC Charge No. 451-2011-00720; Mauricio Ramos v. Hidalgo County Sheriff's Department

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

EEOC Charge No. 451-2011-00720; Mauricio Ramos v. Hidalgo County Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 09:27 AM	APRV
2	Auditor's Office	Arcilia Duran	03/10/2011 10:34 AM	APRV
3	Purchasing Department	Marty Salazar	03/10/2011 10:54 AM	APRV

Form Started By: Monica Badillo — Started On: 03/10/2011 09:12 AM

Final Approval Date: 03/10/2011

AI-25713 **17.G.**

Cause # CL-11-0286-A; Hilda Caceres v. Hidalgo County

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause # CL-11-0286-A; Hilda Caceres v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 02:40 PM	APRV
2	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Monica Badillo — Started On: 03/10/2011 02:08 PM

Final Approval Date: 03/10/2011

AI-25721 **17.H.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 03/10/2011 05:04 PM
Final Approval Date: 03/11/2011	

AI-25688 **18.D.**

Claim of Eduardo "Walo" Bazan

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Eduardo "Walo" Bazan

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:34 PM	APRV
2	Auditor's Office	Arcilia Duran	03/10/2011 10:33 AM	APRV
3	Purchasing Department	Marty Salazar	03/10/2011 10:44 AM	APRV

Form Started By: Monica Badillo — Started On: 03/09/2011 03:28 PM

Final Approval Date: 03/10/2011

AI-25690 **18.E.**

Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino

CC REGULAR

Date:	03/15/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Atlas & Hall
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:38 PM	APRV
2	Auditor's Office	Arcilia Duran	03/10/2011 10:33 AM	APRV
3	Purchasing Department	Marty Salazar	03/10/2011 10:44 AM	APRV

Form Started By: Angela Garcia Started On: 03/09/2011 03:34 PM

Final Approval Date: 03/10/2011

AI-25704 **18.F.**

EEOC Charge No. 451-2011-00720; Mauricio Ramos v. Hidalgo County Sheriff's Department

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

EEOC Charge No. 451-2011-00720; Mauricio Ramos v. Hidalgo County Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 09:27 AM	APRV
2	Auditor's Office	Arcilia Duran	03/10/2011 10:34 AM	APRV
3	Purchasing Department	Marty Salazar	03/10/2011 10:54 AM	APRV

Form Started By: Monica Badillo — Started On: 03/10/2011 09:15 AM

Final Approval Date: 03/10/2011

AI-25714 **18.G.**

Cause # CL-11-0286-A; Hilda Caceres v. Hidalgo County

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause # CL-11-0286-A; Hilda Caceres v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 02:40 PM	APRV
2	Auditor's Office		03/10/2011 03:54 PM	NEW

Form Started By: Monica Badillo — Started On: 03/10/2011 02:08 PM

Final Approval Date: 03/10/2011

AI-25722 **18.H.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	03/15/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 03/10/2011 05:04 PM
Final Approval Date: 03/11/2011	